



Setting the Standard of Excellence Since 1984.

<b>EGT</b>	

**CUSTOMER INFORMATION**

CUSTOMER'S NAME (LAST)			(FIRST)			(MIDDLE INITIAL)					
CUSTOMER'S STREET ADDRESS				CITY							
STATE	ZIP CODE	CUSTOMER'S PHONE (HOME)	CUSTOMER'S PHONE (CELL)		CUSTOMER'S E-MAIL ADDRESS						
LIENHOLDER						VEHICLE IN-SERVICE DATE <small>REQUIRED FOR MAX MILES VEHICLE TERMS</small>					
SERVICE CONTRACT PURCHASE DATE		ODOMETER READING AT CONTRACT PURCHASE DATE		VEHICLE PURCHASE PRICE	SERVICE CONTRACT PURCHASE PRICE		VEHICLE IDENTIFICATION NUMBER				
YEAR	MAKE	MODEL	MAX MILES <input type="checkbox"/>	ADD-ON MILES <input type="checkbox"/>	VEHICLE FEATURES Turbo/Super <input type="checkbox"/> Diesel <input type="checkbox"/> 4X4 <input type="checkbox"/>			AWD Pass. Veh. <input type="checkbox"/> 4 Wheel Steering <input type="checkbox"/>		OPTIONAL COVERAGE Snow Plow <input type="checkbox"/> Commercial <input type="checkbox"/>	
UNDERLYING FULL FACTORY WARRANTY	GROSS VEHICLE WEIGHT (Trucks and Vans)	CONTRACT TERM (Months / Miles) See Section "F. CONTRACT PERIOD"		DEDUCTIBLE PER VISIT (If nothing is marked, then \$100 per visit) \$0 <input type="checkbox"/> \$50 <input type="checkbox"/> \$100 <input type="checkbox"/> \$250 <input type="checkbox"/> \$500 (Catastrophic)* <input type="checkbox"/>				VEHICLE CLASS	DEALER NUMBER		
SELLING DEALER				ADDRESS							
CITY			STATE	ZIP CODE	PHONE NUMBER			FAX NUMBER			

\*\$500 Catastrophic DEDUCTIBLE. Lower DEDUCTIBLES are also available; See above.  
*Customer's Initials Required*

**WHAT IS COVERED**

**YOU MUST INITIAL ONE COVERAGE LEVEL**

<p><b>TOTALCare</b><sup>®</sup></p> <p><i>Customer's Initials Required</i></p> <p>Covers all Components and Parts, except those excluded in <b>Section E</b> of Terms and Conditions.</p>	<p><b>STATEDCare</b></p> <p><i>Customer's Initials Required</i></p> <p>Covers items specifically listed in <b>STATEDCare</b>, <b>PRIMARYCare</b> and <b>POWERCare</b> Coverage Sections (Includes Items 1 - 14), except those excluded in <b>Section E</b> of Terms and Conditions.</p>	<p><b>PRIMARYCare</b></p> <p><i>Customer's Initials Required</i></p> <p>Covers items specifically listed in the <b>PRIMARYCare</b> and <b>POWERCare</b> Coverage Sections (Includes Items 1 - 10), except those excluded in <b>Section E</b> of Terms and Conditions.</p>	<p><b>POWERCare</b></p> <p><i>Customer's Initials Required</i></p> <p>Covers items specifically listed in the <b>POWERCare</b> Coverage Section (Includes Items 1 - 5), except those excluded in <b>Section E</b> of Terms and Conditions.</p>
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**ADDITIONAL BENEFITS**

**RENTAL CAR (YOU HAVE THE OPTION TO UPGRADE BELOW)**

	<i>Customer's Initials Required for Upgrade</i>	Rental car reimbursement of up to \$30 per day, for up to six (6) days, in the event of a covered repair.
		<b>UPGRADE OPTION</b> Up to \$50 per day for up to six (6) days. <i>(Surcharge Required)</i>

**YES!** YOU (Customer) whose signature appears below, acknowledge that: The information contained above is, to the best of YOUR knowledge, true; YOU understand that authorization from the ADMINISTRATOR must be received before any repairs are performed under this **VEHICLE SERVICE CONTRACT (VSC)**; Coverage is not afforded to a Commercial Vehicle, Vehicle equipped with a Snow Plow, Diesel, Turbo/Super Charger, Four-Wheel Steering, 4X4 Truck or AWD Passenger Vehicle, unless the corresponding box(es) above is marked.

YOU AGREE TO MAINTAIN THE COVERED VEHICLE IN ACCORDANCE WITH THE MANUFACTURER'S STATED PERIODIC MAINTENANCE RECOMMENDATIONS AND THIS VSC'S GUIDELINES, AND KEEP ALL RECEIPTS OF SUCH SERVICE. SEE SECTION "C. YOUR RESPONSIBILITIES".

*Customer's Initials Required*

Purchase of this coverage is not required to obtain financing or to register a motor vehicle. This is not an automobile liability insurance contract. WE do not disclose information about OUR customers to anyone, except as permitted by law.

THIS CONTRACT/APPLICATION CONTAINS AN ARBITRATION AGREEMENT (SEE SECTION "J. ARBITRATION AGREEMENT").

\_\_\_\_\_  
CUSTOMER'S SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
AUTHORIZED REPRESENTATIVE'S SIGNATURE

SEE ADDITIONAL PAGES (2-6) OF THIS VSC FOR COMPLETE TERMS, CONDITIONS, EXCLUSIONS AND STATE SPECIFIC LANGUAGE.

If YOUR VEHICLE SERVICE CONTRACT/APPLICATION has been accepted, in approximately 60 days from the date YOU sign this VSC/APPLICATION, YOU will receive YOUR Customer Information Page with I.D. Cards confirming the acceptance and validity of this VSC/APPLICATION. It is YOUR responsibility to contact the SELLING DEALER if YOU have any questions or if YOU do not receive YOUR I.D. Cards within 60 days from the date YOU sign this VSC/APPLICATION, and to check the coverage and term shown in the Customer Information Page and I.D. Cards upon receipt to verify that they are all correct. Please notify the SELLING DEALER or the ADMINISTRATOR if YOU have any questions.

**DECLINATION OF COVERAGE**

I do not choose to apply for this VSC offered on my VEHICLE. I understand that by not applying for this VSC, I am not entitled to the coverage or additional benefits listed above.

\_\_\_\_\_  
CUSTOMER'S SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
AUTHORIZED REPRESENTATIVE'S SIGNATURE

**NO PAYMENT FOR REPAIRS WILL BE MADE WITHOUT PRIOR AUTHORIZATION FROM THE ADMINISTRATOR, SEE SECTION D. 1.**

CALL (800)538-4181 FOR CLAIMS SERVICE AND CUSTOMER SERVICE  
ISSUING PROVIDER: WARRANTY SUPPORT SERVICES LLC, P.O. BOX 88230 • ATLANTA, GA 30356-8230  
ADMINISTRATOR: AUTOMOBILE PROTECTION CORPORATION - APCO, P.O. BOX 88230 • ATLANTA, GA 30356-8230

## COVERAGE LEVELS

### POWERCare COVERAGE INCLUDES ITEMS 1-5

IF THE COVERAGE IN THE CUSTOMER INFORMATION SECTION OF THIS VSC IS **POWERCARE**, THEN THE FOLLOWING SPECIFIC **VEHICLE COMPONENTS (1-5)** ARE COVERED IN THE EVENT OF A **MECHANICAL BREAKDOWN OR FAILURE**, SUBJECT TO TERMS, CONDITIONS AND EXCLUSIONS (SECTION "E. WHAT IS NOT COVERED") OF THIS VSC.

- ENGINE:** All internal, lubricated parts. Cylinder Block; Cylinder Head(s); Harmonic Balancer; Timing Chain, Timing Belt, Balance Shaft Belt, Gears, Pulleys, Guides and Tensioners; Oil Pump; Intake and Exhaust Manifold; Diesel Engine Vacuum Pump; Engine Mounts. The following parts are covered only if damaged by the **FAILURE** of an internal, lubricated part: Cylinder Barrels, Timing Chain Cover, Valve Covers, Oil Pan and Rotor Housing.
- TRANSMISSION/TRANSFER CASE:**  
**MANUAL TRANSMISSION/TRANSFER CASE:** All internal, lubricated parts. Flywheel; Transmission Mounts; Clutch Master and Slave Cylinder. The following parts are covered only if damaged by the **FAILURE** of an internal, lubricated part: Transmission Case, Oil Pan and Transfer Case.

**AUTOMATIC TRANSMISSION/TRANSFER CASE:** All internal, lubricated parts. Flex Plate; Vacuum Modulator; Transmission Mounts. Torque Converter if internally damaged. The following parts are covered only if damaged by the **FAILURE** of an internal, lubricated part: Transmission Case, Oil Pan and Transfer Case.

- DRIVE AXLE (FRONT/REAR):** All internal, lubricated parts. Drive Shafts; Axle Bearings; Drive Axles, Stub Axles, Tripod Joints; Universal Joints; Constant Velocity Joints and Boots; Locking Hub Assembly. Drive Axle Housing if damaged due to the **FAILURE** of an internal, lubricated part.
- SEALS AND GASKETS:** Seals and Gaskets on all covered parts.
- TAXES AND FLUIDS:** State and local taxes, where applicable, and fluids as required as part of a covered repair.

**PLEASE NOTE:** Some vehicle manufacturers require that the Timing Belt be changed at a specific interval. **YOU must follow YOUR VEHICLE manufacturer's maintenance guidelines to avoid denial of a claim because of improper maintenance. See section "C. YOUR RESPONSIBILITIES" in this VSC for more details.**

### PRIMARYCare COVERAGE INCLUDES ITEMS 1-10

IF THE COVERAGE IN THE CUSTOMER INFORMATION SECTION OF THIS VSC IS **PRIMARYCARE**, THEN IN ADDITION TO ITEMS 1-5, THE FOLLOWING SPECIFIC **VEHICLE COMPONENTS (6-10)** ARE ALSO COVERED IN THE EVENT OF A **MECHANICAL BREAKDOWN OR FAILURE**, SUBJECT TO TERMS, CONDITIONS AND EXCLUSIONS (SECTION "E. WHAT IS NOT COVERED") OF THIS VSC.

- AIR CONDITIONING:** Condenser; Evaporator; Compressor; Accumulator; Receiver Dehydrator; Clutch, Pulley and Field Coil; Idler Pulley and Bearing; Expansion Valve; P.O.A. Valve; Orifice Tube.
- HEATING:** HVAC Blower Motor; Heater Control Switch; Heating Cables; Heater Core. Fluids required as part of a covered repair.
- FUEL SYSTEM:** Fuel Pump(s); Fuel Injectors; Fuel Injection Pump; Fuel Distributor; Fuel Tank; Metal Fuel Lines.

- COOLING SYSTEM:** Water Pump; Radiator; Fan, Viscous Drive, Clutch and Motor; Condenser Fan; Cooling Fan Thermal Switch; Thermostat.
- BRAKING SYSTEM:** ABS Control Unit, Wheel Sensors, Pump and Motor, Accumulator, Actuator Assembly; Master Cylinder; Vacuum/Hydraulic Assist Booster; Wheel Cylinders; Disc Brake Caliper, Pistons and Seals; Proportioning Valve; Metal Hydraulic Lines and Fittings.

### STATEDCare COVERAGE INCLUDES ITEMS 1-14

IF THE COVERAGE IN THE CUSTOMER INFORMATION SECTION OF THIS VSC IS **STATEDCARE**, THEN IN ADDITION TO THE COMPONENTS LISTED IN COMPONENT GROUPS 1-10, THE FOLLOWING SPECIFIC **VEHICLE COMPONENTS (11-14)** ARE ALSO COVERED IN THE EVENT OF A **MECHANICAL BREAKDOWN OR FAILURE**, SUBJECT TO TERMS, CONDITIONS AND EXCLUSIONS (SECTION "E. WHAT IS NOT COVERED") OF THIS VSC.

- SUSPENSION (FRONT/REAR):** Upper and Lower Control Arms, Control Arm Shaft and Bushings; Upper and Lower Ball Joints; King Pins and Bushings; Torsion Bars; Strut Bar and Bushings; Stabilizer Bar; Links and Bushings; Wheel Bearings; Hub Bearings; Knuckle; Spindle and Support. MacPherson Strut Housing not including Shock Absorber or Insert.
- STEERING:** All lubricated parts contained within the Steering Gear Box. Rack Assembly, Control Valve; Power Steering Pump; Power Cylinder Assembly; Pitman Arm; Idler Arm; Tie Rod Ends; Drag Link; Steering Column Shaft and Coupling.
- ELECTRICAL SYSTEM:** Alternator; Voltage Regulator; Distributor; Ignition Module; Coil; Engine Wiring Harness; Manually-Operated Switches; Wiper Motor(s); Starter


Drive and Solenoid; Starter Motor; Ring Gear; Anti-Detonation Sensors; Factory Installed AM/FM Radio, Cassette Player, C.D. Player and Speakers.


- HIGH-TECH / CONVENIENCE GROUP:** Four-Wheel Steering Center Shaft and Couplings, Power Steering Unit, Control Unit, Control Valve, Speed Sensors and Oil Pump; Turbocharger, Intercooler, Wastegate, Wastegate Actuator/Controller; Supercharger, Pulley and Clutch; Computerized Timing and Mixture Control Unit and Sensors; Power Door Lock Switches and Actuators; Cruise Control Module, Servo, Engagement Switch; Power Window Motor and Regulators; Power Seat Motor; Power Antenna; Power Sun/Moon Roof Motor; Ignition Switches.

### TOTALCare® COVERAGE

IF THE COVERAGE IN THE CUSTOMER INFORMATION SECTION OF THIS VSC IS **TOTALCARE**, THEN THIS VSC COVERS ALL COMPONENTS AND PARTS IN THE EVENT OF A **MECHANICAL BREAKDOWN OR FAILURE**, SUBJECT TO TERMS, CONDITIONS AND EXCLUSIONS (SECTION "E. WHAT IS NOT COVERED") OF THIS VSC.


### ADDITIONAL BENEFITS


 **RENTAL CAR REIMBURSEMENT:** If **YOU** must rent a car due to the **FAILURE** of a part covered by this VSC, **YOU** will be reimbursed for actual expenses incurred (excluding fuel, collision damage waiver and optional insurance charges) for substitute transportation up to the maximum daily rate as indicated in the Additional Benefits section on page one (1) of this VSC, for a maximum of six (6) days per occurrence. The number of days of rental reimbursement will be determined by the **FAILURE** and the reasonable time to repair that **FAILURE**, which may include parts delay. Reimbursement is only applicable when substitute transportation has been rented through a licensed rental agency. Rental Car Reimbursement is not subject to a **DEDUCTIBLE**. In addition, Rental Car Reimbursement will be made for all **FAILURES** covered by the manufacturer's warranty and not otherwise excluded by this VSC.

 **TOWING REIMBURSEMENT:** If **YOUR VEHICLE** must be towed due to the **FAILURE** of a part covered by this VSC, **YOU** will be reimbursed for reasonable towing charges not to exceed \$65 per **BREAKDOWN**, unless **YOU** return to the **SELLING DEALER**, then **YOU** will be reimbursed for reasonable towing charges not to exceed \$100 per **BREAKDOWN**. Any reimbursement shall be for actual towing charges which exceed any payment that **YOU** receive from a manufacturer, insurance company or motor club. Reimbursement is only applicable when this **VEHICLE** has been towed by a licensed towing service. Towing is not subject to a **DEDUCTIBLE**. In addition, Towing reimbursement will be made for all **FAILURES** covered by the manufacturer's warranty and not otherwise excluded by this VSC.

 **TIRE AND WHEEL (Available on TOTALCare and STATEDCare):** **WE** will pay by corporate MasterCard® for the cost to replace **YOUR** tires (original tires as supplied by

the manufacturer and replacement tires of like kind and quality), for the length of this VSC, if damaged from glass, metal punctures or other road hazard on a public roadway. **WE** will pay for the replacement of wheels (original wheels as supplied by the manufacturer and replacement wheels of like kind and quality) rendered unserviceable due to the road hazard damage of a tire covered under this VSC. Unserviceable means that the wheel is unable to seal with the tire, resulting in air loss. **YOU** must provide receipts. **YOUR** tire(s) must have at least 3/32" of tread depth at time of blow out or flat for this coverage to apply.


 **TRIP INTERRUPTION REIMBURSEMENT (Available on TOTALCare and STATEDCare):** If a **BREAKDOWN** to a covered part, or if a **FAILURE** which is covered under a manufacturer's warranty and is not otherwise excluded by this VSC, disables **YOUR VEHICLE** and **YOU** are required to remain overnight more than 50 miles from **YOUR** street address while repairs are completed, **WE** will reimburse **YOU** up to \$300, not to exceed \$100 per day, for the first three (3) consecutive days, for costs incurred by **YOU** for meals and lodging between the date of **BREAKDOWN** and the date repairs are completed. **YOU** must provide **US** with valid lodging and meal receipts in order to be reimbursed.

 **TRANSFERABLE:** **YOU** can transfer this coverage to another private owner of the **VEHICLE**, subject to terms, conditions and exclusions of this VSC.

 **RENEWABLE:** **YOU** can purchase another VSC for the **VEHICLE** identified in the Customer Information section of this VSC prior to the expiration of the current VSC, subject to terms, conditions and exclusions of this VSC.

\*IF THE CORPORATE MASTERCARD IS NOT AN ACCEPTED FORM OF PAYMENT, YOU WILL BE REIMBURSED.

### ROADSIDE ASSISTANCE

 **YOU** will also receive Roadside Assistance Benefits, effective for a period equal to this VSC Period, at no additional cost to **YOU**. Services are provided by and/or through Road America, 7300 Corporate Center Drive, Suite 601, Miami, Florida 33126. If this VSC is cancelled, then these benefits will be cancelled as well. **YOU** will receive Roadside Assistance Benefits with complete terms and conditions separately from **YOUR VSC** that will include

the following benefits: 24-HOUR TOLL-FREE EMERGENCY DISPATCH; EMERGENCY TOWING, EVEN IF REQUIRED FOR SOMETHING OTHER THAN A **MECHANICAL BREAKDOWN OR FAILURE**; BATTERY JUMP START; FUEL DELIVERY; FLAT TIRE SERVICE; LOCKOUT SERVICE.

### OPTIONAL BENEFITS COVERAGES AND DEDUCTIBLES

**COMMERCIAL VEHICLE:** "Commercial" must be identified in the Customer Information section of this VSC if **YOUR VEHICLE** is to be used for Commercial purposes, which includes but is not limited to **VEHICLES** used for commercial or government purposes, pick-up, and delivery service, company pool use, or business travel when the **VEHICLE** is used by more than one driver, deliveries, service or repair calls, route work, job site activities, construction, farming, ranching or hauling. **Commercial Coverage does not include use of the VEHICLE for livery, snow plow, emergency, taxi or police usage.**

**SNOW PLOW COVERAGE:** "Snow Plow" must be identified in the Customer Information section of this VSC if **YOUR VEHICLE** is to be used for **NONCOMMERCIAL** snow plowing, provided that **YOUR VEHICLE** is properly equipped for such use as required by the manufacturer. **Please note, however, that the snow plow itself is not a covered part or component.**

**ZERO DEDUCTIBLE (ONLY AVAILABLE ON MAX MILES VEHICLE TERM):** If **YOU** purchased the Zero **DEDUCTIBLE** Option, then **YOUR DEDUCTIBLE** is zero (\$0) for a covered repair.

## TERMS AND CONDITIONS

THIS VSC IS SUBJECT TO THE FOLLOWING TERMS, CONDITIONS, LIMITATIONS, EXTENSIONS, EXCEPTIONS AND DEFINITIONS. NO PERSON HAS THE AUTHORITY TO CHANGE THIS VSC OR TO WAIVE ANY OF ITS PROVISIONS. THIS VSC IS FOR THE SOLE BENEFIT OF THE PURCHASER NAMED HEREIN AND APPLIES ONLY TO THE VEHICLE DESCRIBED IN THE CUSTOMER INFORMATION SECTION OF THIS VSC.

### DEFINITIONS:

- **ADD-ON MILES VEHICLE TERM:** means the time and mileage limits of the term selected start on this **VSC PURCHASE DATE** and from the mileage on the odometer on that date. Coverage expires when the length of time of the term selected is reached or total mileage on the **VEHICLE** is equal to the sum of the selected mileage plus the stated mileage on the **VEHICLE** at this **VSC PURCHASE DATE**, whichever occurs first.
- **ADMINISTRATOR:** means the company appointed by **US** to administer this **VSC**, Automobile Protection Corporation – APCCO.
- **CONTRACT, VSC:** means this **VEHICLE SERVICE CONTRACT (VSC)**. It is a **VSC** between **YOU** and **US**.
- **CONTRACT PURCHASE DATE:** means the date that **YOU** purchased this **VSC**. Once **YOUR** application has been accepted, **YOUR** coverage will be retroactive to this **VSC PURCHASE DATE**.
- **DEDUCTIBLE:** means the portion that **YOU** must pay for a covered repair, as indicated in the Customer Information section of this **VSC**.
- **IN-SERVICE DATE:** means the date the **VEHICLE** was first put into service, not the date **YOU** purchased **YOUR VEHICLE**.
- **MAX MILES VEHICLE TERM:** means the time and mileage limits of this **VSC** term selected start on this **VSC PURCHASE DATE** and at **ZERO MILES** on the odometer. Coverage expires when the length of time of the term selected has reached the expiration date OR the **VEHICLE** has reached this **VSC MAX MILES VEHICLE TERM**, whichever occurs first. (Term mileage is NOT in addition to the existing mileage at time of purchase.)
- **MECHANICAL BREAKDOWN or FAILURE:** means the inability of any covered part(s) to perform the function(s) for which it was designed due to defects in material or workmanship of that covered part. **MECHANICAL BREAKDOWN** does not include the gradual reduction in operating performance due to normal wear and tear, where a **FAILURE** has not occurred. The manufacturer has established tolerances for the express purpose of defining **FAILURE** and serviceability. When specifications exceed these manufacturer's tolerances a **FAILURE** will be considered to have occurred.
- **SELLING DEALER:** means the **DEALER** from whom **YOU** purchased this **VSC**.
- **VEHICLE:** means the **VEHICLE** described in the Customer Information section of this **VSC**.
- **WE, US, OUR:** means the Issuing Provider of this **VSC**.
- **YOU, YOUR:** means the purchaser of this **VSC**.

### A. ONE-TIME DEDUCTIBLE GUARANTEE

Once a part is repaired or replaced under the terms and conditions of this **VSC**, any **DEDUCTIBLE** amount for future repair or replacement of that part will be waived, for the term of this **VSC**.

### B. OUR RESPONSIBILITIES

**WE** agree to repair, replace or reimburse **YOU** for the reasonable cost to repair or replace any of the parts covered, if required due to a **MECHANICAL BREAKDOWN** or **FAILURE**. At **OUR** election, **WE** will repair or pay the cost of repair for any **MECHANICAL BREAKDOWN** or **FAILURE** of a covered part. For additional information see section "H. LIMITS OF LIABILITY."

### C. YOUR RESPONSIBILITIES

To keep this **VSC** valid, **YOU** must have **YOUR VEHICLE** serviced as recommended by the **VEHICLE** manufacturer. If requested, proof of required service including verifiable receipts showing date and mileage of the **VEHICLE** at the time of service must be presented in order to have repairs begun on **YOUR VEHICLE**. Service within 1,000 miles and/or 30 days of the manufacturer's recommended interval shall be considered compliance under the terms of this **VSC**.

Upon customary and reasonable notice of the occurrence of a **MECHANICAL BREAKDOWN** or **FAILURE**, **YOU** shall protect the **VEHICLE** from further damage, whether or not such **MECHANICAL BREAKDOWN** or **FAILURE** is covered by this **VSC**. Any operation of the **VEHICLE** that results in further damage, related to the original **MECHANICAL BREAKDOWN** or **FAILURE**, shall be considered **YOUR** failure to protect the **VEHICLE** and shall not be covered under this **VSC**. **YOU** are responsible for making sure the oil warning light/gauge and the temperature warning light/gauge are functioning before driving the **VEHICLE**. **YOU** are required to safely pull **YOUR VEHICLE** off the road and shut off the engine immediately when either of these lights/gauges indicates a problem.

**YOU** must give **YOUR** authorization to the repair facility for teardown to diagnose a problem. **YOU** may be required to supply the **ADMINISTRATOR** with all maintenance records for service performed on the **VEHICLE**, when the mainte-

nance involved relates to the specific **FAILURE** or to verify odometer operation.

### D. IN CASE OF MECHANICAL BREAKDOWN OR FAILURE

1. In the event of **MECHANICAL BREAKDOWN** or **FAILURE** **YOU** may take **YOUR VEHICLE** to any licensed repair facility. However, it is suggested that **YOU** return the **VEHICLE** to the **SELLING DEALER**. Authorization from the **ADMINISTRATOR**, verified by issuance of an authorization code, must be received before any repairs are performed under this **VSC**.

- a. Have **YOUR VSC** number, mileage and date of **FAILURE** ready for the **ADMINISTRATOR**.
- b. Have the authorized service representative contact the **ADMINISTRATOR**.

Upon **OUR** request, **YOU** must allow the **ADMINISTRATOR** to inspect **YOUR VEHICLE** to gather necessary information regarding any claim. Under certain conditions when a **MECHANICAL BREAKDOWN** or **FAILURE** occurs **YOU** may be required to have the **VEHICLE** returned to the **SELLING DEALER**.

2. Submitting A Claim:

Once the claim has been authorized, **YOU** are responsible for payment of the **DEDUCTIBLE** and any items not covered by this **VSC**. Submit the following to the **ADMINISTRATOR**:

- a. A legible, itemized repair order signed by **YOU**.
- b. All sublet bills, towing and rental receipts, when applicable.
- c. All lodging and meal receipts, when applicable.

### E. WHAT IS NOT COVERED

1. **MECHANICAL BREAKDOWN** or **FAILURE**:

- When repairs are performed without prior authorization;
- Caused by negligence, misuse or abuse;
- Caused by a lack of maintenance, such as maintenance of the constant velocity joint boot, timing belt and brake pads (see maintenance requirements in section "C. YOUR RESPONSIBILITIES");
- Caused by any external cause such as collision, theft, freezing, fire, vandalism, riot or explosion, lightning, earthquake, windstorm, hail, volcanic eruption, water or flood;
- Of any part damaged by fire;
- Tire or wheel damage due to traffic accident, improper inflation, overloading, dry rot, tread separation, defective tire or curb impact damage;
- Wheel damage as a result of continued operation on a flat tire;
- Arising out of the **FAILURE** of an otherwise covered part whose **FAILURE** has been determined by the **ADMINISTRATOR** to be affected by modifications and/or alterations to the **VEHICLE** that does not meet the manufacturer's specifications, and have not been approved by the manufacturer's authorized representative. (Some examples: oversized tires, headers, altered ignition system, free flow exhaust system, lift kit and aftermarket alarm systems);
- Related to optional coverage when the applicable optional coverage box in the Customer Information section has not been marked;
- Covered by warranty, repairer's guarantee, other service contract, or insurance policy, whether collectible or not;
- Of any part(s), component(s), or repair(s) described as covered by the manufacturer's warranty for the term and mileage of such coverage at the time of first retail sale, whether collectible or not;
- If **YOUR VEHICLE** is used for commercial purposes, which includes but is not limited to **VEHICLES** used for commercial or government purposes, pick-up, and delivery service, company pool use, or business travel when the **VEHICLE** is used by more than one driver, deliveries, service or repair calls, route work, job site activities, construction, farming, ranching or hauling, unless Commercial Coverage is indicated in the Customer Information section of this **VSC**;
- If **YOUR VEHICLE** is used for snow plowing or commercially, in a manner which is not included in those coverages. Please see the coverage

description in this **VSC** for definitions, coverages and restrictions;

- If **YOUR VEHICLE** is used for racing on or off road, competition or speed contests;
  - If **YOUR VEHICLE** is used for towing a trailer in excess of 2,000 lbs. unless equipped with a factory-approved towing kit and the weight of the trailer does not exceed manufacturer's specifications;
  - If **YOUR VEHICLE** is used as a police car or other emergency vehicle, or for livery, rental or taxi;
  - Where it is determined that for more than one (1) month or 1,000 miles the odometer has been inaccurate, inoperative or altered so that the **VEHICLE'S** true mileage cannot be verified;
  - 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 defect;
  - Due to continued operation and failure to protect the **VEHICLE** from further damage caused by lack of necessary coolants or lubricants;
  - Due to lack of lubrication from sludge or varnish, regardless of cause;
  - Of a covered part damaged by a non-covered part;
  - Of a non-covered part damaged by a covered part, **unless YOU have TOTALCare coverage**, as indicated in the Customer Information section of this **VSC**;
  - Of a covered part which is damaged by or as a result of sludge, fuel or lubricant contamination, rust or corrosion;
  - Any damage resulting from pre-ignition or detonation, regardless of cause;
  - That occurs prior to this **VSC'S** effective date or is reported after this **VSC'S** expiration.
2. Loss of time, inconvenience, bodily injury and property damage, or other incidental or consequential damage that results from **MECHANICAL BREAKDOWN** or **FAILURE**.
  3. Storage and freight charges.
  4. Repairs to any non-covered parts.
  5. The cost of teardown, disassembly or assembly if coverage cannot be applied.
  6. Adjustments necessary to correct squeaks, rattles, water leaks or wind noise.
  7. Maintenance/Parts:
    - a. Unless required as part of a covered repair and **YOU** have **TOTALCare** coverage: parts and normal maintenance items/procedures such as engine tune-ups, spark plugs, spark plug wires, glow plugs, filters, brake pads, brake shoes, brake linings, brake rotor, suspension alignment, wheel balancing, hoses, air conditioning lines and hoses, belts and wiper blades.
    - b. Unless required as part of a covered repair: adjustments, lubricants, coolants and fluids.
    - c. Other maintenance services and parts described in the manufacturer's maintenance schedule for the covered **VEHICLE**.
  8. Other Parts not covered:
    - a. If **YOU** selected **POWERCare** or **PRIMARYCare**: telephones, radar detectors and C.B. radios, VCRs, DVD players, navigation systems, AM/FM radios, cassette players, C.D. players and speakers, graphic equalizers.
    - b. If **YOU** selected **STATEDCare**: telephones, radar detectors and C.B. radios, VCRs, DVD players, navigation systems; non-factory installed AM/FM radios, cassette players, C.D. players and speakers, graphic equalizers (unless an integral part of the factory installed radio).
    - c. If **YOU** selected **TOTALCare**: non-factory installed telephones, radar detectors and C.B. radios, VCRs, DVD players, navigation systems, AM/FM radios, cassette players, C.D. players and speakers, graphic equalizers (unless an integral part of the factory installed radio).
    - d. Bright metal, sheet metal, bumpers, ornamentation moldings, carpet, upholstery, paint, exhaust system, catalytic converter, brake drums, MacPherson strut cartridge insert or shock absorbers, batteries, battery cables, lenses, light bulbs, sealed beams, glass, wheel covers, wheels, interior trim, carburetor, manual clutch components, body seals and gaskets (e.g., weather stripping).

- e. Convertible tops, glass, plastic, framing, cables, seals or motor (**convertible top motor is covered under TOTALCare**).
- 9. The repair of valves and/or rings for the purpose of raising the engine's compression when a **MECHANICAL BREAKDOWN** or **FAILURE** has not occurred.
- 10. Additional loss or damage which is occasioned by this **VSC** holder or operator's failure to use all reasonable precautions to protect the **VEHICLE** from any further loss or damage after a **MECHANICAL BREAKDOWN** or **FAILURE** has occurred.
- 11. Any costs if verifiable receipts as required in section "C. **YOUR RESPONSIBILITIES**" are not furnished on request.
- 12. Replacement tires or wheels for which proof of purchase/verifiable receipts are not furnished, when applicable.

**F. CONTRACT PERIOD**

**Application Acceptance.** This document is an application for coverage under a **VSC**. Upon acceptance by the **ADMINISTRATOR**, this application, along with the Customer Information Page becomes this **VSC** and coverage is retroactive to this **VSC PURCHASE DATE**. In the event **YOUR** application is not accepted, **YOU** will receive a refund of this **VSC** purchase price from the **SELLING DEALER**. Nothing herein guarantees acceptance of this application.

- **MAX MILES VEHICLE TERM.** Upon application acceptance, the time and mileage limits of this **VSC** term selected start on this **VSC PURCHASE DATE** and at **ZERO MILES** on the odometer. Coverage expires when the length of time of the term selected has reached the expiration date OR the **VEHICLE** has reached this **VSC MAX MILES VEHICLE TERM**, whichever occurs first. (Term mileage is NOT in addition to the existing mileage at time of purchase.)
- **ADD-ON MILES VEHICLE TERM.** Upon application acceptance, the time and mileage limits of the term selected start on this **VSC PURCHASE DATE** and from the mileage on the odometer on that date. Coverage expires when the length of time of the term selected is reached or total mileage on the **VEHICLE** is equal to the sum of the selected mileage plus the stated mileage on the **VEHICLE** at this **VSC PURCHASE DATE**, whichever occurs first.

**G. TERRITORY**

This **VSC** applies only to a **MECHANICAL BREAKDOWN** or **FAILURE** occurring within the United States and Canada.

**H. LIMITS OF LIABILITY**

Liability shall be limited to the reasonable price for repair or replacement of any covered part, not to exceed the manufacturer's suggested retail price. The "Reasonable Price" for repair or replacement is based upon nationally recognized flat rate and/or factory manuals. Replacement may be made with parts of like kind and quality, when available.

In no event will the liability for each **MECHANICAL BREAKDOWN** or **FAILURE**, under this **VSC**, exceed the average retail value of the **VEHICLE** established by NADA (Official Used Car Guide) at the time immediately preceding the **MECHANICAL BREAKDOWN** or **FAILURE**. Additionally, the total of all benefits payable shall never exceed the price **YOU** paid for **YOUR VEHICLE**.

**I. SUBROGATION**

**YOU** are entitled to complete reimbursement for **YOUR** loss before the **ADMINISTRATOR** is entitled to subrogation proceeds. **YOU** agree that **WE**, after honoring a claim on **YOUR VSC**, have all rights of subrogation against those who may be responsible for **YOUR MECHANICAL BREAKDOWN**. **YOU** shall do whatever is necessary to secure such rights. **YOU** shall do nothing to prejudice such rights, and **YOU** shall execute and deliver to **US** instruments and papers required to either secure or maintain such rights. All amounts recovered by **YOU** for which **YOU** were previously reimbursed under this **VSC** shall become **OUR** property or the property of **OUR** designee and shall be forwarded to same by **YOU**, up to the total amount paid by **US** under this **VSC**, except that **YOU** must be made whole before **WE** may retain any amounts **WE** have recovered.

**J. ARBITRATION AGREEMENT (READ THIS ARBITRATION AGREEMENT CAREFULLY AND IN ITS ENTIRETY)**

Arbitration is a method of resolving any claim, dispute or controversy without filing a lawsuit. Either **YOU** or **US** (collectively

the "Parties") may choose, including after a lawsuit is filed, to have claims, disputes and controversies of whatever kind (collectively "Claims") between **YOU** and **US** arising under or in any way related to this **VSC** decided by binding arbitration pursuant to the following procedure: (1) **YOU** must initiate arbitration within sixty (60) days after the service, repair or reimbursement for service or repair was denied. (2) For all other controversies, **YOU** must first notify the **ADMINISTRATOR** in writing of **YOUR** intent to initiate a consumer arbitration and must initiate the consumer arbitration within sixty (60) days after receiving written notice from the **ADMINISTRATOR** that **YOUR** Claim cannot be resolved.

The arbitration shall take place in **YOUR** county of residence, unless another location is mutually agreed upon by the Parties. **YOU** may start a consumer arbitration by contacting the National Arbitration Forum ("NAF"). Arbitration shall take place before an arbitrator selected in accordance with the NAF Commercial Arbitration Rules. NAF rules and forms may be obtained and all Claims shall be filed at www.arb-forum.com, at any NAF office, or mailed to the NAF at P.O. Box 50191, Minneapolis, MN 55405-0191, 1(800)474-2371. This **VSC** involves interstate commerce and is subject to the Federal Arbitration Act (9 U.S.C. section 1 et seq.). An arbitration award may not be set aside in later litigation except upon the limited circumstances set forth in the Federal Arbitration Act. An award in arbitration will be enforceable under the Federal Arbitration Act by any court having jurisdiction.

**WE** will pay **YOUR** total reasonable arbitration fees and expenses that are in excess of \$125. **WE** will not pay **YOUR** attorneys, experts or any witness fees and expenses, except where applicable law otherwise provides. If **WE** request arbitration, **WE** will pay **YOUR** filing fee.

**Class Action Waiver.** **YOU** agree and hereby waive any right **YOU** may have to litigate in court or arbitrate any Claim on a class-action basis, either as a representative or member of a class or as a private attorney general, or to otherwise pursue any Claim in a class action or class arbitration. This waiver is referred to as a "Class Action Waiver". Notwithstanding anything to the contrary in this Agreement, the validity and effect of the Class Action Waiver shall be determined exclusively by a court. Neither the arbitration administrator nor any arbitrator shall have the power or authority to waive, modify or fail or refuse to enforce the Class Action Waiver, and any attempt to do so, whether by rule or policy, arbitration decision or otherwise shall be invalid and unenforceable.

**Severability; Exception To Severability.** If any part, clause or condition of this Arbitration Agreement is determined by a court or the arbitrator(s) to be partially or wholly invalid, unenforceable, or inoperative for any reason whatsoever, such determination shall not affect any other provision or portion hereof, which shall continue to be effective as though such invalid, inoperative, or unenforceable part, clause or condition had not been made, and all other provisions of this Agreement shall be deemed valid and enforceable to the fullest extent possible, except that if the Class Action Waiver is deemed invalid or unenforceable with respect to any Claim, then this Arbitration Agreement shall, upon election of either **YOU** or **US**, be invalidated and unenforceable in its entirety with respect to any Claim(s). If there is a conflict or inconsistency between this Arbitration Agreement and any other provision of this **VSC**, the terms of this Arbitration Agreement shall govern. See section "O. ADDITIONAL STATE INFORMATION" for supplementary state specific arbitration language.

**K. TRANSFER OF THIS CONTRACT**

Contact the **ADMINISTRATOR** and submit the following:

1. A letter requesting that **WE** transfer this **VSC** to the new owner.
2. \$50 transfer fee.
3. This **VSC**.
4. Written evidence verifying all maintenance requirements have been met.
5. A copy of documentation evidencing change of ownership and mileage at date of sale.
6. Photocopies of documents sent to the manufacturer verifying transference of factory warranty, if applicable.

Conditions:

1. This **VSC** cannot be transferred to another vehicle. It can only be transferred to a different private owner of the same **VEHICLE**.
2. The **VEHICLE** is subject to inspection.

3. Transfer must take place within 30 days of change of ownership.
4. **YOU** may not transfer this **VSC** to a vehicle dealer or to the customer of a vehicle dealer.
5. **CONTRACTS** on leased **VEHICLES** cannot be transferred, unless original lessee is purchasing the **VEHICLE**.
6. All remaining underlying warranties must be transferred to the new owner.

**L. RENEWAL OF COVERAGE**

**YOU** may purchase another **VSC** for the **VEHICLE** identified in the Customer Information section of this **VSC** prior to the expiration of this **VSC**, subject to the following:

1. The **VEHICLE** is eligible for whichever term **YOUR VEHICLE** qualifies for under then current underwriting guidelines.
2. Renewal of Coverage is requested by **YOU** in writing to the **ADMINISTRATOR** prior to 15 days and 1,000 miles before expiration of this **VSC**. See section "F. **CONTRACT PERIOD**" to determine when this **VSC** expires.
3. **YOU** must provide **US** with verifiable service records indicating proper maintenance to the **VEHICLE** has been performed.
4. The **VEHICLE** is made available for inspection, if requested by **US** or the **ADMINISTRATOR**.

**M. CANCELLATION**

**YOU MAY CANCEL THIS VSC BY NOTIFYING THE SELLING DEALER OR THE ADMINISTRATOR IN WRITING AND BY SUBMITTING THE FOLLOWING DOCUMENTS AND INFORMATION:**

1. This **VSC**.
2. A Federal Odometer Statement or notarized affidavit verifying mileage at the time of request.
3. IF REPOSSESSED: supply copy of repossession papers.
4. IF TOTALED: supply copy of insurance company's verification of loss.
5. IF LIEN HAS BEEN PAID: supply discharge of lien from lienholder.

In the event of cancellation of this **VSC** within the first 30 days, **YOU** are entitled to a full refund. After 30 days, or if a claim has been authorized or paid, **YOU** will receive a pro rata refund based on the greater of days in force or the miles driven related to the term of this **VSC**, minus a \$25 cancellation fee. In the event the cost of this **VSC** is part of a retail sales contract, any lender shall be additionally named on any refund check (unless the cancellation is accompanied by a discharge of lien). In the case of a repossession or total loss, then the lender shall have the right to cancel and shall be the sole payee of any refund check. See section "P. STATE SPECIFIC CANCELLATION CLAUSES."

This **VSC** cannot be cancelled by **US** except for fraud or material misrepresentation on **YOUR** part or for **YOUR** failure to pay for this **VSC**.

**N. INSURANCE**

**OUR** obligations under this **VSC** are guaranteed under a service contract reimbursement insurance policy issued by Greenwich Insurance Company, Seaview House, 70 Seaview Avenue, Stamford, CT 06902-6040. In the event **WE** do not pay any valid claim within 60 days after proof of loss has been filed or **WE** cease to do business or go bankrupt, **YOU** may make a direct claim to the insurer. The phone number is (800)538-4181.

**WARNING:** Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or application containing false, incomplete, or misleading information will be prosecuted to the full extent of the law.

PLEASE CALL CUSTOMER SERVICE AT (800)538-4181 SHOULD YOU HAVE A CHANGE OF MAILING ADDRESS, E-MAIL ADDRESS, OR TELEPHONE NUMBER.

**NO PAYMENT FOR REPAIRS WILL BE MADE WITHOUT PRIOR AUTHORIZATION FROM THE ADMINISTRATOR, SEE SECTION D. 1.**

CALL (800)538-4181 FOR CLAIMS SERVICE AND CUSTOMER SERVICE

ISSUING PROVIDER: WARRANTY SUPPORT SERVICES LLC, P.O. BOX 88230 • ATLANTA, GA 30356-8230

ADMINISTRATOR: AUTOMOBILE PROTECTION CORPORATION – APCO, P.O. BOX 88230 • ATLANTA, GA 30356-8230

**O. ADDITIONAL STATE INFORMATION** 1031493 (028) 04/08

- ALASKA: If there is a conflict between the state statutes and the rules of the National Arbitration Forum or the Federal Arbitration Act, arbitration under this **VSC** will be governed by the Alaska Revised Uniform Arbitration Act (AS 09.43.300 - 09.43.595). See section "J. ARBITRATION AGREEMENT" for details. Upon receipt of a properly executed statement of claim, for a prior authorized repair, any claim not in dispute shall be paid within 30 working days.
- COLORADO: Greenwich Insurance Company policy #APG0000470.
- CONNECTICUT: If **YOUR VSC** term expires while **YOUR VEHICLE** is in the repair facility for an authorized repair, **YOUR VSC** will be automatically extended while any authorized repairs covered under **YOUR VSC** are being done and **YOUR VEHICLE** is in the custody of the repair shop. For resolution of disputes, a written complaint may be mailed to the Connecticut Insurance Department, P.O. Box 816, Hartford, CT 06142-0816, Attn. Consumer Affairs. The written complaint must contain a description of the dispute, the purchase or lease price of the **VEHICLE**, the cost of repair of the **VEHICLE** and a copy of this **VSC**.
- IDAHO: Coverage afforded under this **VSC** is not guaranteed by the Property and Casualty Guarantee Association.
- IOWA: For problems or questions pertaining to this **VSC**, **YOU** may contact the Iowa Commissioner at the Iowa Insurance Department, 330 Maple Street, Des Moines, Iowa 50319-0065, (515)281-6348.
- KENTUCKY: Transfer fee is not applicable.
- MISSISSIPPI: Section "J. ARBITRATION AGREEMENT" is not applicable and is considered removed, for residents of the State of Mississippi.
- MISSOURI: Section "D. IN CASE OF MECHANICAL BREAKDOWN OR FAILURE." Number one (1) is amended to include the following language: In the event of a **MECHANICAL BREAKDOWN** or **FAILURE** after the **ADMINISTRATOR'S** office hours, **YOU** may immediately take **YOUR VEHICLE** to any licensed repair facility. The licensed repair facility must contact the **ADMINISTRATOR** on the next business day to determine whether the **MECHANICAL BREAKDOWN** or **FAILURE** is covered pursuant to this **VSC'S** provisions. Nothing herein authorizes repairs not otherwise covered under this **VSC**. Under section "J. ARBITRATION AGREEMENT," the first paragraph is amended to read as follows: Arbitration is a method of resolving any claim, dispute, or controversy without filing a lawsuit. Provided both Parties mutually agree to binding arbitration at the time of the dispute, either **YOU** or **US** (collectively the "Parties") may choose, including after a lawsuit is filed, to have claims, disputes and controversies of whatever kind (collectively "Claims") between **YOU** and **US** arising under or in any way related to this **VSC** decided by binding arbitration pursuant to the following procedure: (1) **YOU** must initiate arbitration within 60 days after the service, repair or reimbursement for service or repair was denied. (2) For all other controversies, **YOU** must first notify the **ADMINISTRATOR** in writing of **YOUR** intent to initiate a consumer arbitration and must initiate the consumer arbitration within 60 days after receiving written notice from the **ADMINISTRATOR** that **YOUR** Claim cannot be resolved.
- NEW HAMPSHIRE: In the event **YOU** do not receive satisfaction under this **VSC**, **YOU** may contact the New Hampshire Insurance Department, 21 South Fruit Street, Suite 14, Concord, NH 03301, or by calling (800)852-3416.
- SOUTH CAROLINA: If this **VSC** provider does not resolve a disputed claim within 60 days of proof of loss, **YOU** may contact the South Carolina Department of Insurance, P.O. Box 100105, Columbia, SC 29202-3105 or by calling (800)768-3467.
- TEXAS: Any unresolved complaints concerning a registrant or questions concerning this **VSC** provider may be addressed to the Texas Department of Licensing and Regulation, P.O. Box 12157, Austin, Texas 78711 or by calling (800)803-9202 or (512)463-2906.
- UTAH: Section "D. IN CASE OF MECHANICAL BREAKDOWN OR FAILURE." Number one (1) is amended to include the following language: In the event of a **MECHANICAL BREAKDOWN** or **FAILURE** after the **ADMINISTRATOR'S** office hours, contact the **ADMINISTRATOR** as soon as reasonably possible to report the **FAILURE**. Section "J. ARBITRATION AGREEMENT" is amended to include the following language: Any matter in dispute between **YOU** and

**US** may be subject to arbitration as an alternative to court action pursuant to the rules of the National Arbitration Forum 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**. For section "N. INSURANCE," coverage afforded under this **VSC** is not guaranteed by the Property and Casualty Guarantee Association. DISCLOSURE: Terms under which this **VSC** Purchase Price is to be paid is one of three methods as follows: (1) the purchase of this **VSC** is included in the total sale price financing, (2) if the car has already been purchased, **YOU** will pay this **VSC** Purchase Price in-full in cash or by credit card or (3) **YOU** will contract with a recommended payment plan company that will handle the monthly collections. Terms will vary based on each customer.

- WISCONSIN: Under section "E. WHAT IS NOT COVERED" part one (1), the first bullet is replaced by the following: "Payment for repairs may not be made without prior authorization from the **ADMINISTRATOR**." Under section "J. ARBITRATION AGREEMENT," the first paragraph is amended to read as follows: Arbitration is a method of resolving any claim, dispute, or controversy without filing a lawsuit. Provided both Parties mutually agree to binding arbitration at the time of the dispute, either **YOU** or **US** (collectively the "Parties") may choose, including after a lawsuit is filed, to have claims, disputes and controversies of whatever kind (collectively "Claims") between **YOU** and **US** arising under or in any way related to this **VSC** decided by binding arbitration pursuant to the following procedure: (1) **YOU** must initiate arbitration within 60 days after the service, repair or reimbursement for service or repair was denied. (2) For all other controversies, **YOU** must first notify the **ADMINISTRATOR** in writing of **YOUR** intent to initiate a consumer arbitration and must initiate the consumer arbitration within 60 days after receiving written notice from the **ADMINISTRATOR** that **YOUR** Claim cannot be resolved. For section "N. INSURANCE," this **VSC** is only subject to limited regulation by the Office of the Commissioner of Insurance. FOOTERS: PAYMENT FOR REPAIRS MAY NOT BE MADE WITHOUT PRIOR AUTHORIZATION FROM THE **ADMINISTRATOR**, SEE SECTION D.1.
- WYOMING: All claims, disputes, and controversies of whatever kind between **YOU** and **US** arising from or relating to this **VSC** will be resolved in accordance with the Wyoming Arbitration Act.

**P. STATE SPECIFIC CANCELLATION CLAUSES**

For information on how **YOU** may cancel this **VSC**, see section "M. CANCELLATION." In addition, this **VSC** cannot be cancelled by **US** except for fraud or material misrepresentation on **YOUR** part or for **YOUR** failure to pay for this **VSC**.

- ALABAMA: **YOU** may return this **VSC** within 30 days of the date of **OUR** mailing **YOUR** Customer Information Page and I.D. Cards to **YOU**. If no claim has been made under this **VSC**, this **VSC** shall be void and **WE** shall refund **YOU** the full purchase price of this **VSC**. A ten (10%) percent penalty per month shall be added to a refund that is not made within 45 days of return of this **VSC** to **US**. The full refund applies only to the original purchaser of this **VSC** under the above provisions. In the event **YOU** make a written demand for cancellation of this **VSC** pursuant to the terms of this **VSC**, **WE** shall refund to **YOU** the pro rata amount of this **VSC** purchase price. Any refund may be credited to any outstanding balance of the account of this **VSC** holder, and the excess, if any, shall be refunded to this **VSC** holder. If the original **VSC** purchaser or **VSC** holder elects cancellation, **WE** may retain a \$25 cancellation fee, unless such cancellation was made within 30 days from the date of **OUR** mailing the Customer Information Page and I.D. Cards to the original **VSC** holder.
- ALASKA: In the event of cancellation of this **VSC** within the first 60 days and during such time a claim has not been made, **YOU** are entitled to a full refund. After 60 days, or if a claim has been authorized or paid, **WE** will retain a cancellation fee of 7.5% of the unearned pro rata **VSC** purchase price, not to exceed \$25; to be based on the greater of days in force or the miles driven, as related to **YOUR VSC'S** term. If **WE** cancel this **VSC**, the unearned **VSC** price will be returned or credited within 45 days after notice of cancellation is given.
- CONNECTICUT: **YOU** have the right to cancel this **VSC** if **YOUR VEHICLE** is returned, sold, lost, stolen or destroyed.
- HAWAII: A ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within

45 days after return of this **VSC** to the provider.

- ILLINOIS: In the event **YOU** request a cancellation of this **VSC** within the first 30 days after its purchase and if no service has been provided as authorized by the **ADMINISTRATOR**, **YOU** will be paid a full refund. After 30 days, or if a claim has been authorized by the **ADMINISTRATOR**, **YOU** will receive a pro rata refund of this **VSC** price, based upon the greater of days in force or the miles driven, as related to the term of this **VSC**, minus a cancellation fee not to exceed the lesser of 10% of this **VSC** price or \$25. In the event the cost of this **VSC** is part of a retail sales contract, any lender shall be additionally named on any refund check (unless the cancellation is accompanied by a discharge of lien). In the case of a repossession or total loss, then the lender shall have the right to cancel and shall be the sole payee of any refund check.
- IOWA: A ten percent (10%) penalty per month shall be added to a refund that is not paid within 30 days after return of this **VSC** to the service company.
- KENTUCKY: Cancellation fee is not applicable.
- MARYLAND: A ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within 45 days after return of this **VSC** to the provider.
- MISSOURI: To cancel this **VSC**, **YOU** must mail it to **US**, along with a notarized affidavit that states the mileage on **YOUR VEHICLE** at the date of **YOUR** cancellation request. If this **VSC** names a lienholder, **WE** will make the lienholder the co-payee of any refund, except, **WE** will make the lienholder the sole payee, if **YOUR VEHICLE** has been repossessed or is a total loss, unless **YOU** provide **US** with proof that the lienholder has been paid. **WE** shall mail a written notice to **YOU** within fifteen days of the date this **VSC** is cancelled.

Within the first 60 days (for commercially covered vehicles) or 30 days (for privately owned vehicles) of purchase, **YOU** may cancel this **VSC** for a full refund, provided that **YOU** have not made a claim against this **VSC**. If **YOU** have filed a claim against this **VSC** within the first 60 days (commercial coverage) or 30 days (privately owned), any cancellation refund will be calculated on a pro rata basis and **YOU** will receive the lesser of the unused portion of the days or mileage that this **VSC** has been in effect, compared to the Contract Term shown in the Customer Information section of this **VSC**.

After 60 days (commercial coverage) or 30 days (privately owned), a cancellation refund will be calculated on a pro rata basis and **YOU** will receive the lesser of the unused portion of the days or mileage that this **VSC** has been in effect, compared to the **CONTRACT** Term shown in the Customer Information section of this **VSC**, less a \$25 cancellation fee. A ten percent (10%) penalty per month shall be added to a refund that is not paid within 30 days after the return of this **VSC** to the provider.

- NEVADA: In the event **WE** cancel this **VSC** within the first 30 days, **YOU** are entitled to a full refund. After 30 days, or if a claim has been authorized or paid, **WE** will retain an amount based on the greater of days in force or the miles driven related to the term of this **VSC**. Cancellation of this **VSC** will not become effective until at least 15 days after the notice of cancellation is mailed to **YOU**. A ten percent (10%) penalty shall be added each 30 days to a refund that is not paid or credited within 45 days after return of this **VSC** to the provider.
- NEW MEXICO: Cancellation of this **VSC** by **US** will not become effective until at least 15 days after the notice of cancellation is mailed to **YOU**. A ten percent (10%) penalty shall be added each 30 days to a refund that is not paid or credited within 60 days after return of this **VSC** to the provider.
- NEW YORK: **YOU** may return this **VSC** within 30 days of the date of **OUR** mailing **YOUR** Customer Information Page and I.D. Cards to **YOU**. If no claim has been made under this **VSC**, this **VSC** shall be void and **WE** shall refund **YOU** the full purchase price of this **VSC**. A ten percent penalty per month shall be added to a refund that is not made within 30 days of return of this **VSC** to **US**. The full refund applies only to the original purchaser of this **VSC** under the above provisions. After 30 days, or if a claim has been authorized or paid, **WE** shall refund to **YOU** a pro rata amount based on the greater of days in force or the miles driven related to the term of this **VSC**, minus a \$25 cancellation fee. In the event the cost of this **VSC** is part of a retail sales contract, any lender shall be additionally named on any refund check (unless the cancellation is accompanied by a discharge of lien). In the case of a repossession or total loss, then the lender shall have the right to cancel and shall be the sole payee of any refund check.

- **SOUTH CAROLINA:** A ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within 45 days after return of this **VSC** to the provider.
- **TEXAS:** A ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within 45 days after return of this **VSC** to the provider.
- **UTAH:** The cancellation of this **VSC** is effective no sooner than 30 days after the delivery or first-class mailing of a written notice to the policyholder. Cancellation for nonpayment of premium is effective no sooner than ten (10) days after delivery of first-class mailing of a written notice to the policyholder. Notice of cancellation for nonpayment of premium shall include a statement of the reason for cancellation.
- **VERMONT:** **YOU** may return this **VSC** within 30 days of the date of **OUR** mailing **YOUR** Customer Information Page and I.D. Cards to **YOU**. In the event of cancellation within 30 days of the date of **OUR** mailing **YOUR** Customer Information Page and I.D. Cards to **YOU**, if no claim is made under this **VSC**, this **VSC** shall be void and **WE** shall refund **YOU** the full purchase price of this **VSC**. After 30 days from the date of **OUR** mailing **YOUR** Customer Information Page and I.D. Cards to **YOU**, or if a claim has been authorized or paid, **YOU** shall receive a pro rata refund based on the greater of days in force or the miles driven related to the term of this **VSC**, minus a \$25 cancellation fee. In the event the cost of this **VSC** is part of a retail sales contract, any lender shall be additionally named on any refund check (unless the cancellation is accompanied by a discharge of lien). In the case of a repossession or total loss, then the lender shall have the right to cancel and shall be the sole payee of any refund check.
- **WYOMING:** A ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within 45 days after return of this **VSC** to the provider.

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**NO PAYMENT FOR REPAIRS WILL BE MADE WITHOUT PRIOR AUTHORIZATION FROM THE ADMINISTRATOR, SEE SECTION D. 1.**  
CALL (800)538-4181 FOR CLAIMS SERVICE AND CUSTOMER SERVICE  
**ISSUING PROVIDER: WARRANTY SUPPORT SERVICES LLC, P.O. BOX 88230 • ATLANTA, GA 30356-8230**  
**ADMINISTRATOR: AUTOMOBILE PROTECTION CORPORATION, P.O. BOX 88230 • ATLANTA, GA 30356-8230**