

GLASSPARENCY WHEEL AND TIRE PROTECTION AGREEMENT TERMS AND CONDITIONS

1. Definitions

- a. Agreement and/or "Contact" shall mean this Wheel and Tire Protection Agreement.
- b. "Covered Vehicle" shall mean the vehicle described on the front of this Agreement. Only passenger cars, vans, sport utility vehicles, light trucks (1 ton GVW or less), and motorcycles are eligible for coverage under this Agreement.
- c. "GlassParency," "GP," "We," "Our" or "Us" shall mean GlassParency Products, Inc., the obligor of this Agreement.
- d. "Administrator" shall mean GlassParency Products, Inc.
- e. "Agreement Holder," "Contract Holder," "You" or "Your" shall mean the holder of the Wheel and Tire Protection Agreement shown in the Agreement Holder Information section of this Contract.
- f. "Commercial Use" means carrying goods or passengers for compensation. This includes, but is not limited to, using a Vehicle as a taxi, or for livery or delivery services where compensation is provided for those services. Carpooling arrangements are not considered commercial use under this Contract.
- g. "Costs" and "Repair Costs" mean the amounts charged for labor or parts by an Authorized Repair Facility. All Costs, including those for repair parts and labor, are limited to fair market value prices. **Replacement parts may be new, remanufactured, non-original equipment, manufacturer's parts or parts of a like kind and quality (which comply with applicable state and federal laws) when available and as deemed necessary by Our Administrator.** Costs also include all necessary mounting, balancing, valve stems and taxes. You must pay any charges not authorized by our Administrator.
- h. "Manufacturer's Warranty" means the manufacturer's warranty provided at no additional cost to You that covers repairs to correct any Vehicle tire or wheel defect related to material or workmanship.
- i. "Road Hazard" means curb or debris on the road surface such as nails, glass, potholes, rocks, tree limbs or any other object or condition not normally found in the roadway. **Note: Road conditions (for example, uneven lanes due to repaving or metal plates used to temporarily cover a hole in the road) found in areas designated as construction zones or construction sites will not be considered a covered Road Hazard.** Damage from these conditions or any accident should be reported to Your automobile physical damage insurance company.
- j. "TPMS" means tire pressure monitoring system.
- k. "Tires" means the tires installed on the Covered Vehicle as of the Agreement Sale Date and any replacements.
- l. "Wheels" means the alloy wheels installed on the Covered Vehicle as of the Agreement Sale Date and any replacements. Alloy wheels include only those road wheels composed of either aluminum or magnesium, as opposed to steel. No other types of wheels are covered under this Agreement.
- m. "Authorized Repair Facility" means a facility and/or shop that is approved to perform work on behalf of Administrator.

2. Agreement

- a. The Agreement commences on the Agreement Sale Date and expires after the Term of Coverage. Both Agreement Sale Date and Term of Coverage are shown on the front of this Agreement.
- b. We agree to pay an Authorized Repair Facility for the Costs to repair the Tires and Wheels of Your Covered Vehicle that fail due to contact with a Road Hazard. In the event that they cannot be repaired, the Cost of replacement with equipment of like kind and quality will be authorized, subject to the Limit of Liability. Administrator and Authorized Repair Facility retain sole authority to determine whether damage can be repaired or if a replacement is necessary.
- c. This Contract will cover the replacement of the TPMS if it is damaged by a Road Hazard.

3. Limit of Liability

- a. The total for all repairs, replacements and benefits under this Agreement shall not exceed \$5,000. If this limit is reached, We shall have satisfied all obligations under this Agreement.

4. Transfer Procedure

You may transfer this Agreement at the time of a Covered Vehicle's resale to the subsequent owner by paying a transfer fee in the amount of forty-nine (\$49.00) dollars. You must call the Administrator at 866-342-6661 to transfer the Agreement.

5. Contract Exclusions

- a. Any Tire or Wheel damage which is covered by the Contract Holder's primary or any other insurance coverage or warranty.
- b. Any repairs or replacements not authorized by Administrator.
- c. Any manufacture defects, including those covered by a Manufacturer's Warranty or recall.
- d. Any shop supplies, shipping costs and surcharges, charges for filling Tires with nitrogen, environmental or disposal charges, and any wheel locks and/or any additional expense caused by wheel locks.
- e. Any Wheel or Tire failure outside of the United States or Canada.
- f. Any Commercial Use.
- g. Any Tire or Wheel that does not meet factory specifications, alignments or mechanical adjustments to the Vehicle, and any TPMS damaged while removing the Tire or Wheel from Your Vehicle.
- h. Pre-existing conditions (those that exist prior to the Agreement Sale Date), peeling paint, normal wear, damage due to collision (other than Road Hazards covered by this Contract), overloading, dry rot, fire, flood, vandalism, acts of God, abnormal wear or damage from improper alignment or failure of suspension components, damage from off-road usage, racing tires or racing applications, re-treaded, re-grooved or recapped tires, tires with less than 3/32" remaining tread depth (and wheels on which the tires have less than 3/32" tread depth). – Note: Tread depth measurements are taken in 3 positions: inner, outer, and middle position; any measurement below 3/32" excludes Tire and Wheel from coverage.
- i. Damage to other parts of Your Vehicle caused by improper repairs, installation, mounting or balancing as well as repairs performed in a manner that does not comply with manufacturer's guidelines.
- j. Cosmetic damage to Tires, including scuffing or discoloration due to car wash damage.
- k. Any damage resulting from continued operation or caused by Your failure to take reasonable precautions to protect from further damage when an apparent problem exists.
- l. Damage or wear to Tires caused by Covered Vehicle modifications that do not comply with the Vehicle manufacturer's specifications.
- m. Any damage occurring while the Tires and Wheels are not installed on the Covered Vehicle.
- n. Any expense for the modification, replacement, or alteration of existing parts or systems necessitated by the replacement of obsolete, superseded or unavailable parts with current replacement parts in excess of the value of the failed part.
- o. Any repair or replacement of any covered component or part which has not failed due to contact with a Road Hazard as defined in this Agreement, but which the repair facility or manufacturer recommends or requires to be repaired or replaced such as, but not limited to, matching sets of tires or wheels.
- p. Tire, Wheel, and benefit coverages on this Agreement are not extended to a vehicle attached to Your Vehicle such as a trailer or vehicle in tow.
- q. Any consequential loss or consequential damage, including physical damage, personal injury or death, or property damage, which results from the failure of a Tire or Wheel covered by this Agreement.
- r. Hubcaps, center caps, and wheel covers are excluded from coverage.
- s. Damage from contact with the suspension, body, or frame components of the Covered Vehicle.

6. Claims Procedures

- a. In the event of a loss to Your Wheel and/or Tire **You must call the Administrator at 866-342-6661** to register Your claim for Wheel and/or Tire replacement or repair. After the Administrator has verified coverage, a claim reference number will be issued to You. All claims must be first registered with the Administrator and the corresponding claim reference number must be provided to the Authorized Repair Facility in order to be eligible for coverage under this contract.
- b. Important: Registering a claim with the Administrator does not guarantee that the Wheel and Tire Protection benefit will be provided under this Agreement.
- c. We will provide an Authorized Repair Facility for You at which to render the service. You will need to provide the Authorized Repair Facility with a copy of Your Agreement, registration documentation and claim reference number. The Authorized Repair Facility will evaluate Your vehicle's Wheel and/or Tire in order to determine whether a repair or replacement is necessary.
- d. Important: All damaged Wheels and/or Tires must be available to the Authorized Repair Facility for inspection and mere evaluation of damage does not guarantee coverage under this contract. The Authorized Repair Facility must submit a signed copy of the original repair order for payment by Us.

- e. Agreement Holder must provide the following documentation to the Administrator in a legible form before a claim can be processed:
 - i. Copy of this Agreement
 - ii. Copy of the purchase receipt of the Agreement
 - iii. Any other documents reasonably requested by Administrator
- f. If coverage under this Agreement expires during the time of the approved claim, this Agreement will be extended until fulfillment of Your claim.

7. Rental Car Reimbursement

In the event of a covered claim under this Agreement, We will pay or reimburse You for receipted expenses up to \$50 per day to rent a replacement vehicle (from a licensed rental agency) while the Covered Vehicle is being repaired. Coverage will be provided for a maximum of three (3) days for each repair visit. To be eligible for this benefit, it must receive Our prior authorization and the repair must cause the Covered Vehicle to be inoperable and kept in the repair facility overnight. No deductible applies to this benefit. This benefit is included in the total Limit of Liability.

8. Arbitration

If We cannot resolve any disputes with You related to the Agreement, including claims, You and We agree to resolve those disputes through binding arbitration or small claims court instead of through courts of general jurisdiction. Further, You and We agree to waive our rights to a trial by jury and to not participate in any class arbitrations or class actions. This Agreement is evidence of a transaction in interstate commerce and the Federal Arbitration Act applies to and governs the enforcement of any arbitration hereunder. The provisions of this Arbitration section shall survive the termination of this Agreement.

YOU AND WE UNDERSTAND AND AGREE THAT, BECAUSE OF THIS PROVISION NEITHER YOU NOR US WILL HAVE THE RIGHT TO GO TO COURT EXCEPT AS PROVIDED ABOVE OR TO HAVE A JURY TRIAL OR TO PARTICIPATE AS ANY MEMBER OF A CLASS OF CLAIMANTS PERTAINING TO ANY CLAIM.

9. Insurance Securing this Agreement

This is not an insurance policy. This Agreement is secured by contractual liability policies provided by The Continental Insurance Company (Washington only) and Continental Casualty Company (all other states), and both may be contacted at 151 N Franklin St., Chicago, IL 60606, 1-800-831-4262. If, within sixty (60) days, we have not paid a covered claim, provided You with a refund or You are otherwise dissatisfied, You may make a claim directly to the insurance companies.

10. Cancellation

This Agreement may be cancelled by You for any reason, including, but not limited to, the Covered Vehicle covered by the Agreement being sold, lost, stolen or destroyed. To cancel the Agreement, contact the Administrator toll-free at 1-866-342-6661. If Your Agreement is cancelled within sixty (60) days of the purchase of this Agreement, the Agreement shall be void and a full refund of the Agreement price will be made, provided that no claim has been made against the Agreement during this period. If a claim has been made against the Agreement or if the Agreement has been in Your possession for more than sixty (60) days, a pro-rata refund will be made, less a fifty dollar (\$50) cancellation fee and claims paid. This refund will be based on the elapsed time from the Agreement Sale Date and will only be provided if You are the original purchaser of this Agreement. Refund will be sent to lienholder unless lien is satisfied, except if You reside in a state with specific laws regarding the cancellation of this Agreement, then the specific laws of that state will apply.

11. State Disclosures

Alabama: Cancellation is amended to include: If a claim has been made against the Contract or if the Contract has been in Your possession for more than sixty (60) days, the Dealer will make a pro-rata refund less a twenty-five dollar (\$25) cancellation fee, less claims paid. A 10 percent penalty per month shall be added to a refund that is not paid or credited within 45 days after return of the service Contract to the provider. The provider of the service Contract shall mail a written notice to the service Contract Holder at the last known address of the service Contract Holder contained in the records of the provider at least five days prior to cancellation by the provider. Prior notice is not required if the reason for cancellation is nonpayment of the provider fee or a material misrepresentation by the service Contract Holder to the provider relating to the covered property or its use. The notice shall state the effective date of the cancellation and the reason for the cancellation.

Alaska: Cancellation (as stated in "Cancellation" Section, herein) is amended to include: If this Contract is canceled by You after the free look period, a pro-rata refund will be made less claims paid, less a cancellation fee not to exceed 7.5 percent of the unearned provider fee paid by the service Contract Holder. A ten (10%) percent penalty per thirty (30) day period will be applied to any refund not paid or credited within forty-five (45) days after the return of the Contract. We may only cancel this Contract for (1) nonpayment of the provider fee; (2) conviction of the service Contract Holder of a crime having as one of its necessary elements an act increasing a hazard covered by the service Contract; (3) discovery of fraud or material misrepresentation made by the service Contract Holder or a representative of the service Contract Holder in obtaining the service Contract or by the service Contract Holder in pursuing a claim under the service Contract; (4) discovery of a grossly negligent act or omission by the service Contract Holder that substantially increases the hazards covered by the service Contract; (5) physical changes in the property covered by the service Contract that result in the property becoming ineligible for coverage under the Contract; or (6) a substantial breach of duties by the service Contract Holder related to the covered motor Vehicle. If We cancel this Contract, You will be provided at the last known address of the service Contract Holder contained in the records of the provider at least fifteen (15) days prior written notice of the effective date of cancellation and the reason for cancellation. If a service Contract is cancelled by the provider for a reason other than nonpayment of the provider fee, the provider shall refund to the service Contract Holder one hundred percent (100%) of the unearned pro rata provider fee, less any claims paid.

Arizona: Cancellation is amended to include: If this Contract is cancelled by You after the free look period, a pro-rata refund will be made, less a cancellation fee of fifty dollars (\$50) or 10% of the gross amount paid for the Contract (whichever is less). No claims paid nor incurred shall be deducted from any cancellation refund associated with this service Contract. Your Contract will not be cancelled or voided for pre-existing conditions. Your Contract cannot exclude pre-existing conditions if such conditions were known or should reasonably have been known by Us or the Issuing Dealer on Our behalf.

Arkansas: Cancellation is amended to include: No claims paid nor incurred shall be deducted from any cancellation refund associated with this Service Contract.

Colorado: Obligations of the provider under this service Contract are insured under Policy [policy no. 610533160](#).

Connecticut: If You are unable to resolve any disputes arising under this Contract, You may file a formal written complaint with the Consumer Affairs Division of the Connecticut Insurance Department at P.O. Box 816, Hartford, CT 06142-0816. You are entitled to utilize the Insurance Commissioner's arbitration process to settle any disputes arising under this Contract.

Hawaii: Cancellation is amended to include: A ten (10%) percent penalty per thirty (30) day period will be applied to any refund not paid or credited within forty-five (45) days after the return of the Contract.

Idaho: The following statements are added to Your Vehicle service Contract: Obligations of the provider under this service Contract are insured under a service contract reimbursement insurance policy issued by Continental Casualty Company; 151 N Franklin St., Chicago, IL 60606, 1-800-831-4262. Should the provider fail to pay or provide service on any claim within 60 days after proof of loss has been filed, the Contract Holder is entitled to make a claim directly against the insurance company. Coverage afforded under this Contract is not guaranteed by the Idaho Insurance Guaranty Association.

Illinois Residents: Cancellation (as stated in "Cancellation" Section, herein) is amended to include: You may cancel this Contract at any time by surrendering it to the Dealer at the Issuing Dealer's address listed in the Proof of Registration section of this Contract, along with a written request for cancellation. If You cancel this Contract within sixty (60) days of the Effective Date of the Contract, the Contract shall be cancelled and a full refund of the Contract price will be made by the Dealer, less claims paid. If this Contract is cancelled by You after the first sixty (60) days, the Dealer will refund You one hundred percent (100%) of the unearned Program Selling Price paid (calculated on a pro-rata basis) less claims paid less a processing fee of \$50 or ten (10%) percent of the Contract price, whichever is less. This refund will be based on the elapsed time from the Agreement Sale Date, and will only be provided if You are the original purchaser of this Contract. Refund will be sent to lienholder unless lien is satisfied.

Indiana: Your proof of payment to the Issuing Dealer, Administrator or provider constitutes proof of payment to the insurer listed in the Contract Obligations section of the Contract. You may apply for reimbursement directly with the insurer if a claim is not paid before the 61st day after You have provided Us with valid proof of loss or a refund or credit is not paid before the 61st day after the date on which the service Contract is returned to the provider. This service Contract is not insurance and is not subject to Indiana insurance law.

Iowa: Iowa residents only may also contact the Iowa Insurance Commissioner at the following address: Iowa Insurance Division, Two Ruan Center, 601 Locust Street, 4th Floor, Des Moines, Iowa 50309-3738 (515) 281-5705. **Cancellation is amended to include:** A ten (10%) percent penalty per thirty (30) day period will be applied to any refund not paid or credited within thirty (30) days after the return of the Contract. If You cancel the Contract, written notice of such cancellation will be mailed to You within fifteen (15) days of the date of cancellation.

Louisiana: This Contract is not insurance and is not regulated by the Department of Insurance. Any concerns or complaints regarding this Contract may be directed to the Attorney General.

Maryland: Obligations of the provider under this service Contract are insured under a warranty reimbursement insurance policy issued by Continental Casualty Company; 151 N Franklin St., Chicago, IL 60606, 1-800-831-4262. Should We fail to pay any claim or make any refund or consideration due within 60 days after the proof is filed with Us, the Contract Holder shall be entitled to make a direct claim against the insurer issuing a policy of insurance. A ten (10%) percent penalty per thirty (30) day period will be applied to any refund not paid or credited within forty-five (45) days after the return of the Contract.

Minnesota: The obligations under this Agreement are insured by a policy of insurance issued by Continental Casualty Company; 151 N Franklin St., Chicago, IL 60606, 1-800-831-4262. If a covered Claim is not paid within sixty (60) days after proof of loss has been filed, You may file a Claim directly with the Insurance Company. Please call (800) 831-4262 for instructions.

Missouri: Cancellation is amended to include: If You cancel this Contract within sixty (60) days of the Effective Date of the Contract (the applicable time frame being referred to as the "free look period"), the Contract shall be cancelled and a full refund of the Contract price will be made provided that no claim has been made against the Contract during this period. If You request a cancellation within the free look period and a claim has been made against the Contract, a full refund will be made, less claims paid. If this Contract is cancelled by You after the free look period, a pro-rata refund will be made less claims paid, less a cancellation fee of fifty dollars (\$50) or 10% of the Contract price (whichever is less). This refund will be based on the elapsed time from the Agreement Sale Date, and will only be provided if You are the original purchaser of this Contract. The provider of the service Contract shall mail a written notice to the service Contract Holder at the last known address of the service Contract Holder contained in the records of the provider within forty-five (45) days of the cancellation by the provider. A ten (10%) percent penalty per thirty (30) day period will be applied to any refund not paid or credited within forty-five (45) days after the return of the Contract. If for any reason We fail to pay or provide service on Your claim within 60 days of Our receipt of Your proof of loss, You may make a claim against: Continental Casualty Company; 151 N Franklin St., Chicago, IL 60606, 1-800-831-4262.

New Hampshire: In the event You do not receive satisfaction under this service Contract, You may contact the New Hampshire Insurance Department, 21 South Fruit Street, Suite 14, Concord, NH 03301, (603) 271-2261.

New Jersey: The following statements are added to Your Vehicle service Contract: Obligations of the provider under this service Contract are insured under a service Contract reimbursement insurance policy issued by Continental Casualty Company; 151 N Franklin St., Chicago, IL 60606, 1-800-831-4262. Should the provider fail to pay or provide service on any claim within 60 days after proof of loss has been filed, the Contract Holder is entitled to make a claim directly against the Insurance Company. **Cancellation (as stated in "Cancellation" Section, herein) is amended to include:** A ten (10%) percent penalty per thirty (30) day period will be applied to any refund not paid or credited within forty-five (45) days after the return of the Contract. We may only cancel this Contract, (without written notice to the Contract Holder) for nonpayment of the provider fee, material misrepresentation or omission by the Contract Holder to the provider or Administrator, or substantial breach of duties by the service Contract Holder relating to the covered product or its use. If We cancel this Contract for any other reason than what is stated above, You will be provided at the last known address of the service Contract Holder contained in the records of the provider, at least five (5) days prior written notice of the effective date of cancellation and the reason for cancellation.

New Mexico: Cancellation is amended to include: There is no cancellation fee associated with this service Contract if purchased in New Mexico.

New York: The following statements are added to Your Vehicle service Contract: Obligations of the provider under this service Contract are insured under a service Contract reimbursement insurance policy. In the event of emergency repairs performed outside of normal hours, You must contact Our Administrator at (800) 831-4262 the next business day. A ten (10) percent penalty per month shall be added to a cancellation refund that is not made within thirty (30) days of return of the service Contract to Us. If for any reason We fail to pay or provide service on Your claim within 60 days of Our receipt of Your proof of loss, You may make a claim against: Continental Casualty Company; 151 N Franklin St., Chicago, IL 60606, 1-800-831-4262.

North Carolina: Towing and rental car service reimbursement are not available in North Carolina. **Transfer Guarantee is amended to include:** There is a right of assignability by the Contract Holder to a subsequent purchaser before the expiration of the Contract if the subsequent purchaser meets the same criteria for motor vehicle acceptability as the original Contract Holder. **Cancellation is amended to include:** If this Contract is cancelled by You after the first sixty (60) days, the Dealer will refund You one hundred percent (100%) of the unearned Program Selling Price paid (calculated on a pro-rata basis) less claims paid less a processing fee of \$50 or ten (10%) percent of the Contract price, whichever is less.

Ohio: This Contract is not insurance and is not subject to the insurance laws of this state. Obligations of the provider under this service Contract are insured under a warranty reimbursement insurance policy issued by Continental Casualty Company; 151 N Franklin St., Chicago, IL 60606, 1-800-831-4262. You may apply for reimbursement directly with the insurer if a claim is not paid before the 61st day after You have provided Us with valid proof of loss or a refund or credit is not paid before the 61st day after the date on which the service Contract is returned to the provider.

Oklahoma: Service Warranty License 44199438. Coverage afforded under this Contract is not guaranteed by the Oklahoma Insurance Guaranty Association. Oklahoma service warranty statutes do not apply to Commercial Use references in service warranty Contracts. **Cancellation is deleted and replaced with the following:** You may cancel this Contract at any time by surrendering it to the Dealer at the Issuing Dealer's address listed in the Proof of Registration section of this Contract, along with a written request for cancellation. If Your service Contract is canceled within sixty (60) days of the purchase of this Contract, the Contract shall be void and a full refund of the Contract price will be made, provided that no claim has been made against the Contract during this period. If a claim has been made against the Contract or if the Contract has been in Your possession for more than sixty (60) days, You will receive one hundred percent (100%) of the unearned pro-rata Contract price, less an administrative fee of thirty-five dollars (\$35) or ten percent (10%) of the unearned pro-rata Contract price, whichever is less. The refund will be paid to the lienholder if any, otherwise to You. If We cancel this Contract, You will be provided with at least fifteen (15) days prior written notice of the date herein of cancellation and the reason for cancellation. If a service Contract is cancelled by the provider for a reason other than nonpayment of the provider fee, the provider shall refund to the service Contract Holder one hundred percent (100%) of the unearned pro rata provider fee, less any claims paid. In the event of a total loss of property covered by a service Contract that is not covered by a replacement of the property pursuant to the terms of the Contract, a service Contract Holder shall be entitled to cancel the service Contract and receive a pro-rata refund of any unearned provider fee, less any claims paid.

Oregon: Cancellation is amended to include: A ten (10%) percent penalty per thirty (30) day period will be applied to any refund not paid or credited within forty-five (45) days after the return of the Contract.

South Carolina: Cancellation is amended to include: A ten (10%) percent penalty per month shall be added to a refund that is not paid or credited within 45 days after the return of the service Contract to the provider. In the event of a dispute with the provider of this Contract, You may contact the South Carolina Department of Insurance, Capitol Center, 1201 Main Street, Suite 1000, Columbia, South Carolina 29201 or (800) 768-3467. This agreement is not an insurance contract.

Texas: This Agreement is not an insurance Contract. Obligations of the provider under this service Contract are insured under a warranty reimbursement insurance policy issued by Continental Casualty Company; 151 N Franklin St., Chicago, IL 60606, 1-800-831-4262. You may apply for reimbursement directly with the insurer if a claim is not paid before the 61st day after You have provided Us with valid proof of loss or a refund or credit is not paid before the 46th day after the date on which the service Contract is returned to the provider. You may refer unresolved complaints or questions regarding the regulation of this service Contract to: Texas Department of Licensing and Regulation, 920 Colorado, P.O. Box 12157, Austin, Texas 78711; (800) 803-9202, (512) 463-6599. **Texas Residents: Cancellation (as stated in "Cancellation" Section herein) is amended to include:** You may cancel this Contract at any time by surrendering it to the Dealer at the Issuing Dealer's address listed in the Proof of Registration Section of this Contract, along with a written request for cancellation. If You cancel this Contract within sixty (60) days of the Effective Date of the Contract (the applicable time frame being referred to as the "free look period"), the Contract shall be cancelled and a full refund of the Contract price will be made by the Dealer provided that no claim has been made against the Contract during this period. If You request a cancellation within the free look period and a claim has been made against the Contract, a full refund will be made by the Dealer, less claims paid. If this Contract is cancelled by You after the free look period, the Dealer will make a pro-rata refund less a thirty-five dollar (\$35) cancellation fee, less claims paid. This refund will be based on the elapsed time from the Agreement Sale Date, and will only be provided if You are the original purchaser of this Contract. A ten (10%) percent penalty per thirty (30) day period will be applied to any refund not paid or credited within forty-five (45) days after the return of the Contract. We may only cancel this Contract for Your failure to pay an amount when due, Your conviction of a crime which results in an increase in the service required under a Contract, Your fraud or material misrepresentation in obtaining the Contract or in presenting a claim for service thereunder, or the discovery of an act or omission by You or Your violation of any condition of the Contract or material change in the nature or extent of the required service or replacement which occurred after the Contract effective date that substantially or materially increases the service required under this Contract. If We cancel this Contract, You will be provided with at least fifteen (15) days prior written notice of the effective date of cancellation and the reason for cancellation. No cancellation fee will be charged if We cancel the Contract, and the Dealer will make a pro-rata refund.

Utah: Obligations of the provider under this service Contract are guaranteed under a service Contract reimbursement insurance policy issued by Continental Casualty Company; 151 N Franklin St., Chicago, IL 60606, 1-800-831-4262. Should the provider fail to pay or provide service on any claim within 60 days after proof of loss has been filed, the Contract Holder is entitled to make a claim directly against the Insurance Company. Coverage afforded under this Contract is not guaranteed by the Property and Casualty Guaranty Association. This service Contract is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department. **How to File a Claim has been amended by adding the following:** If You fail to give any notice or file any proof of loss required by this Contract within the time specified in this Contract, it does not invalidate a claim made by You if You show that it was not reasonably possible to give the notice or file the proof of loss within the prescribed time and that notice was given or proof of loss was filed as soon as reasonably possible.

Virginia: If any promise made in the Contract has been denied or has not been honored within 60 days after Your request, You may contact the Virginia Department of Agriculture and Consumer Services, Office of Charitable and Regulatory Programs to file a complaint.

Washington: You are entitled, if You so desire, to apply directly with The Continental Insurance Company; 151 N Franklin St., Chicago, IL 60606, 1-800-831-4262, for the fulfillment of a Contractual Obligation (including any refund of the provider fee) without first having to make an application with Us.

Wisconsin: THIS CONTRACT IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE. Cancellation is amended to include: If this Contract is canceled by You after the free look period, a pro-rata refund will be made less claims paid, less a cancellation fee of \$35 or 10% of the Contract price (whichever is less). We may only cancel this Contract for nonpayment of the provider fee, material misrepresentation by the Contract Holder to the provider or Administrator, or substantial breach of duties by the service Contract Holder relating to the covered product or its use. If We cancel this Contract, You will be provided with at least fifteen (15) days prior written notice of the date herein of cancellation and the reason for cancellation. If a service Contract is cancelled by the provider for a reason other than nonpayment of the provider fee, the provider shall refund to the service Contract Holder one hundred percent (100%) of the unearned pro rata provider fee, less any claims paid. In the event of a total loss of property covered by a service Contract that is not covered by a replacement of the property pursuant to the terms of the Contract, a service Contract Holder shall be entitled to cancel the service Contract and receive a pro-rata refund of any unearned provider fee, less any claims paid. A ten (10) percent penalty per month shall be added to a cancellation refund that is not made within thirty (30) days of return of the service Contract to Us. Obligations of the provider under this service Contract are insured under a service Contract reimbursement

insurance policy. Obligations of the provider under this service Contract are guaranteed under a service Contract reimbursement insurance policy issued by Continental Casualty Company; 151 N Franklin St., Chicago, IL 60606, 1-800-831-4262. Should the provider fail to pay or provide service on any claim within 60 days after proof of loss has been filed, or if the provider becomes insolvent or otherwise financially impaired, the Contract Holder is entitled to make a claim with the service Contract reimbursement insurer for reimbursement, payment, or provision of the service. Please call (800) 831-4262 for instructions.

Wyoming: Cancellation is amended to include: If for any reason We fail to pay or provide service on Your claim within 60 days of Our receipt of Your proof of loss, You may make a claim against: Continental Casualty Company; 151 N Franklin St., Chicago, IL 60606, 1-800-831-4262. A ten (10) percent penalty per month shall be added to a cancellation refund that is not made within thirty (30) days of return of the service Contract to Us. We may only cancel this Contract for nonpayment of the provider fee, material misrepresentation by the Contract Holder to the provider or Administrator, or substantial breach of duties by the service Contract Holder relating to the covered product or its use. If We cancel this Contract, You will be provided at the last known address of the service Contract Holder contained in the records of the provider at least fifteen (15) days prior written notice of the effective date of cancellation and the reason for cancellation. If a service Contract is cancelled by the provider for a reason other than nonpayment of the provider fee, the provider shall refund to the service Contract Holder one hundred percent (100%) of the unearned pro rata provider fee, less any claims paid.

THIS IS THE ENTIRE AGREEMENT BETWEEN THE PARTIES AND NO REPRESENTATION, PROMISE OR CONDITION NOT CONTAINED HEREIN SHALL MODIFY THESE TERMS. THE ENTIRE AGREEMENT INCLUDES THESE TERMS AND CONDITIONS AND YOUR RECEIPT SHOWING THE PURCHASE OF THE PRODUCT.