

## Plus Auto Service Plan

This **Employee Auto Service Plan** provides protection against costly Breakdowns on **Your** Auto as outlined and identified in the Coverage Section of this **Plan**. **You** may take **Your** Auto to the licensed mechanic of **Your** choice. This **Service Plan** along with the **Registration Page** make up **Your** entire **Service Plan**.

This **Auto Service Plan** is subject to all the Terms and Conditions contained herein:

The following definitions apply to words frequently used in this **Service Plan** and appear in **Bold Faced Type**:

**Administrator** – Means the **Administrator** as shown on the **Registration Page**. The **Administrator** is the manager of this **Service Plan** and claims.

**Auto, Vehicle** – Means the **Vehicle** which is described on the **Registration Page**.

**Breakdown** – Means the failure of a covered part under normal service. A covered part has failed when it can no longer perform the function for which it was designed solely because of its condition and not because of the action or inaction of any non-covered parts.

**Subsequent Damages** resulting from the **Breakdown** of a covered part are covered by this **Service Plan**, except when **You** have failed to perform the recommended maintenance services for **Your Vehicle**.

**Commercial Use** – Means **Vehicles** Used for Farming or Ranching, Route Work, Job-Site Activities, Service or Repair Work and Delivery of Goods. **Your** failure not to disclose or report new **Commercial Use** activity to the **Administrator** will result in claim denial and may result in Cancellation of this **Employee Service Plan**.

**Consequential Damage** – Means an event or damage that occurs separately as a consequence or result of the failure of a covered or non-covered part, such as, loss of time or use, inconvenience, commercial loss, personal injury, or property damage. **Consequential Damage** is not covered by this **Service Plan**.

**Coverage** – Lists the eligible parts **Coverage** provided to **You** for **Your Vehicle** under this **Service Plan**.

**Deductible** – Means the amount **You** are required to pay on covered **Breakdowns**, as shown on the **Registration Page**, for covered **Breakdowns**.

**Effective Date** – Means the first day following the completion of the **Waiting Period**, as listed on the **Registration Page**.

**Effective Mileage** – Means the first mile following the completion of **Your Waiting Period** Mileage requirement, as listed on the **Registration Page**.

**Expiration of Service Plan** – This **Service Plan** will expire annually or when **Your Vehicle** mileage reaches the Full-Term Mileage shown on the **Registration Page** or when **Your Vehicle** reaches the **Maximum Payout**.

**Pre-existing** – Means a condition that within all reasonable mechanical probability relates to the mechanical fitness of **Your Vehicle** prior to **Service Plan** Activation Date.

**Preferred Repair Facility** – A **Repair Facility** that has been selected and assigned by the **Administrator** to provide quality service to the Customer (not available in all areas).

**Primary Vehicle** – **Your Vehicle** used for transportation to and from **Your** workplace.

**Registration Page** – Means the page incorporated with this **Service Plan** that specifies the information about **You**, **Your** Auto, the plan information, and other key information specific to **Your Service Plan**.

**Registered Claim** – Means a claim has been **Registered** only when the **Administrator** has been contacted and has issued a claim reference number.

**Renewal Term** – **Your Service Plan** will automatically Renew each month until cancelled by **You** or by **Us** or when the **Maximum Payout** has been reached, or when **Your** vehicle mileage exceeds 150,000 miles. **We** reserve the right to not renew **Your Service Plan**. Renewal terms are based on the same day of the month as the **Service Plan Effective Date**. This becomes **Your** renewal date. If payment is not made within fifteen (15) days of the renewal date, **Your Service Plus Plan** may be cancelled by **Us**. In cases not related to payment, **We** will give **You** a thirty (30) day notice of **Our** intent not to renew.

**Rideshare Vehicles** – Means **Vehicles** meeting the requirement of and registered with National Rideshare Companies (such as Uber or Lyft) used for local transport of passengers and/or food delivery.

**Service Plan (Employee Service Plan)** – Means the protection provided by this vehicle **Service Plan** to protect **Your Auto**.

**Subsequent Damage** – Means the direct or immediate damage to a non-covered part occurring as a singular event or failure originating with the failure of a covered part or failing to protect **Your Vehicle** from further damage.

**Unqualified Vehicle** – Means that the **Vehicle** does not meet the enrollment criteria based upon the **Exclusions Section** below. **We** may cancel **Your Service Plan** if the Vehicle is found to be an Unqualified Vehicle, this may be effective immediately.

**Vehicle Activation Date** – Means the day upon the enrollment into the **Service Plan**.

**Waiting Period** – Means the time **You** must wait prior to **Your Coverage** going into effect. **You** will not receive **Coverage** Services until the **Waiting Period** has expired. The **Waiting Period** is listed on the **Registration Page**.

**We, Us, Our** – Means the party obligated to perform under this **Service Plan**. The **Obligor** is **Toco US, LLC. Florida residents, the Obligor/Provider is Northcoast Warranty Services, Inc., 800 Superior Avenue E, 21<sup>st</sup> Floor, Cleveland, OH 44114, License #49127; (888) 733-5127.**

**You, Your** – Means the **Service Plan** Holder shown on the **Registration Page**.

#### **GENERAL TERMS AND CONDITIONS**

It is required that **Your** Auto is currently in good working condition on the date the Service Package is issued as Pre-Existing Breakdowns are not eligible for Coverage. **Your** Auto may not qualify for this service if **Your** Auto is found to be modified in a manner not recommended by the manufacturer or is listed as an ineligible vehicle under this program.

Only **Your Primary Vehicle** used for transportation to and from work will be eligible initially for coverage under this **Plan**. Additional **Coverage Plans** may be available from the **Administrator for Your** other **Vehicles**.

**BREAKDOWN OF COVERED PARTS** – **We** will pay or reimburse **You** for reasonable costs to repair or replace the **Breakdown** of a part listed in the **Schedule of Coverages**. **REPLACEMENT PARTS MAY BE NEW, REMANUFACTURED, INDEPENDENTLY MANUFACTURED/DISTRIBUTED, ADMINISTRATOR SUPPLIED OR USED OF LIKE KIND AND QUALITY AT THE DISCRETION OF THE ADMINISTRATOR.**

Maintaining **Your** Auto – **You** must have **Your** Auto checked and serviced in accordance with the Manufacturer's recommendations, as outlined in **Your** Vehicle's Owner's Manual. It is important to keep **Your** receipts showing the maintenance(s) performed, date and mileage when services were performed as they may requested at the time of a claim should the **Administrator** determine them to be relevant to the repair.

**We** may cancel or deny Coverage on this **Service Plan** if requested by **Your** employer or for fraud, or a material misrepresentation is made by **You**. **We** may also cancel the **Service Plan** if **You** reach **Your** Maximum Payout or reach the Full-Term Mileage. **You** may cancel **Your Service Plan** at any time with written notice to the **Administrator**.

Please see the box labeled **Service Plan** Number on the **Registration Page**, this is **Your** Reference Number. Please refer to this number in any written or verbal communication, such as requesting information or filing a claim.

If **Your** Auto has a Breakdown take immediate action to prevent further damage and take it to a licensed automotive repair facility (the **Administrator** can assist in locating a repair facility if needed). Ask **Your** mechanic to call the **Administrator's** claims center for service or call the Program **Administrator** personally.

**Important** – **Additional expanded Coverage may be available for Your Auto with a more comprehensive list of components and parts Coverage. Call the Administrator for details.**

#### **Administrator**

Toco Warranty Corporation  
(855) 298-8626  
Fax: (747) 207-9776  
Email: [claims@tocowarranty.com](mailto:claims@tocowarranty.com)

Always OBTAIN APPROVAL PRIOR TO HAVING WORK PERFORMED THAT MAY BE COVERED BY THIS **SERVICE PLAN**. If **You** believe the failure may be covered by this Coverage Package instruct the repair facility performing the work to call and register the claim BEFORE THE WORK IS PERFORMED.

Any claim for repairs that have not been properly Registered will not be covered. The amount approved and registered with the **Administrator** is the maximum amount that will be paid for repairs covered under this **Service Plan**.

The information required to Register a Claim includes:

1. **Your Service Plus Plan** Reference Number from the **Registration Page**
2. Last 8 digits of **Your** Vehicle Identification Number
3. Date of the Repair Order
4. Mileage on Auto at time of Repair
5. Repair Order Number
6. Cause of Breakdown and what is needed for Repair
7. Itemized Cost of the Repair

## 8. Labor Time and Factory Part Number(s)

The **Administrator** will Register the claim by issuing a Reference Number. This Reference Number must be recorded on the Repair Order. The Registered claim amount is the maximum that will be paid. At the time the claim is Registered, the **Administrator** will verify the required labor hours according to a nationally recognized labor time guide. Nationally published labor guides will be used to establish industry standard labor times, including, Mitchell, Motor, Chilton, All-Data or Mitchell OnDemand. Part pricing will be verified to manufacturer's suggested retail pricing.

On occasion, the **Administrator** may request further evaluation. An outside field inspector may be used to verify the extent of damage and/or the cause of failure. Also, if the cause of Breakdown is not clearly identified, **You** may be advised, and **You** will need to approve a partial disassembly to expose the cause of failure. If the repair does not qualify for Coverage, then the **You** must pay for the cost of the disassembly, if the repair does qualify for Coverage, then the cost of disassembly will also be covered.

Once authorization is provided and the repair is completed, the repair facility will be asked to send a copy of the signed repair orders and documentation to the **Administrator** for direct payment. The **Administrator** will pay the repair facility directly for the approved claim amount by credit card.

### Deductible

**You** will be required to pay the Deductible amount shown on the **Registration Page** for eligible claims. If no dollar amount is in the box, **Your** Deductible is One Hundred Dollars (\$100.00).

### Maximum Mileage

This **Contract** will not renew once **Your Vehicle** Mileage exceeds 150,000. Please contact the **Administrator** for high mileage **Vehicle** coverage options.

### Maximum Payout (Limit of Liability)

- During the 12-month annual cycle:
  - The annual cycle number of paid repair visits is two (2) repair visits per 12-month cycle.
  - The maximum claim limit is \$5,000 per 12-month cycle.
- Over the course of enrollment in this **Service Plan**, including all renewals:
  - The total Aggregate Maximum **Service Plan** Payout shall not exceed \$10,000.00 or the NADA Used Car Value at time of claim, whichever is less.

## COVERAGE

Covered Parts includes the Parts listed in this section. If the part is not listed, then it is not eligible for repair under this **Service Plan**.

1. **COOLING SYSTEM:** Water pump; engine cooling fan and motor; fan clutch; radiator. Seals and gaskets are only covered when required in connection with the replacement of a covered part.
2. **AIR CONDITIONING:** Compressor; clutch; clutch coil; and clutch pulley; condenser; evaporator; expansion valve; idler pulley and bearing; high/low cut- off switch; pressure cycling switch; A/C blower speed switch, blower motor, fan clutch, condenser fan motor. The following parts are also covered if they are required in connection with the repair of a covered part listed above and only if they have failed: accumulator/drier; orifice tube. Seals and gaskets are only covered when required in connection with the replacement of a covered part.
3. **FUEL SYSTEM:** Fuel pump; fuel injection pump; fuel nozzles; fuel gauge; fuel sending unit; fuel pressure regulator; metal lines. Seals and gaskets are only covered when required in connection with the replacement of a covered part.
4. **ELECTRICAL:** Ignition switch; starter and solenoid; alternator; voltage regulator; distributor; engine compartment wiring harness; wiper motors; wiper switch; analog gauges; window motors; power window switches; window regulator; defroster switch; mirror motors and controls; convertible top motor and switch; power door lock actuators and switches; cruise control engagement switch; combination turn signal switch; wiper delay switch and controller; front differential engagement switch and motor; power trunk release and switch; instrument clusters; ECM / PCM / ECU; sunroof motor; washer pump and switch.
5. **STEERING:** Gear housing is covered only if damaged by the failure of an internally lubricated part. All parts contained within the steering rack/gear housing are covered including the following: rack and pinion; power steering pump; power cylinder; main and intermediate shafts; couplings; pitman arm; idler arm; tie rod ends. Seals and gaskets are only covered when required in connection with the replacement of a covered part.
6. **BRAKES:** Master cylinder; power assist-booster pump; vacuum assist booster; wheel cylinders; combination valve (proportioning valve); steel hydraulic lines and fittings; brake calipers; The following ABS parts are also covered: wheel speed sensors; hydraulic pump/motor and electronic control module. Seals and gaskets are only covered when required in connection with the replacement of a covered part.
7. **SUSPENSION:** Upper and lower control arms; pitman arm; idler arm; shafts and bushings; upper and lower ball joints; steering knuckles; wheel bearings; stabilizer shaft; linkage and bushings; kingpins and bushings; spindle and support; torsion bars. Seals and gaskets are only covered when required in connection with the replacement of a covered part.
8. **SEALS and GASKETS:** Seals and gaskets are covered only if required in conjunction with a covered repair. Leaking seals or gaskets

are not eligible for **Coverage**.

**9. TAXES AND FLUIDS:** State and local taxes where applicable and fluids necessary to complete a covered repair.

## **ADDITIONAL COVERAGE**

### **TOWING REIMBURSEMENT**

If **Your** Auto has an eligible Breakdown covered by this **Service Plan** which requires a tow to the nearest repair facility, **You** may apply for reimbursement up to Seventy-Five Dollars (\$75.00). One tow service is allowed per 72-hour time period.

### **RENTAL REIMBURSEMENT**

In the event of an approved claim on a Breakdown covered by this **Service Plan**, We will reimburse **You** for receipted expenses to rent a replacement Vehicle (from a licensed rental agency) or for alternate public transportation while **Your Vehicle** is at a licensed repair facility on the following basis:

- Up to a maximum of Forty Dollars (\$40.00) for every four (4) hours, or portion thereof, of applicable labor time to repair or time required to receive parts order by Us required to complete the repair **Your Auto**.
- The maximum value of this service is One Hundred Twenty Dollars (\$120.00) for each repair visit.

Send a copy of the signed Rental or Tow invoice including **Your** name, address, and **Service Plan** Number to the **Administrator** for reimbursement. The **Administrator** will review and reimburse **You** for the approved claim amount.

### **THIS EMPLOYEE SERVICE PACKAGE PROVIDES NO COVERAGE FOR:**

1. For any part not specifically listed under the Parts Coverage for this **Service Plan**.
2. For maintenance services
3. High performance Vehicles and High-End Luxury Vehicles are not eligible for Coverage under this **Service Plan**.
4. For any damage and/or Breakdown resulting from collision, road hazard, fire, theft, vandalism, riot, acts of terrorism, explosion, lightning, earthquake, freezing, rust or corrosion, windstorm, hail, water, or flood, acts of God, salt, environmental damage, chemicals, carbon, contamination of fluids, fuels, coolants, or lubricants. Leaking seals and gaskets.
5. For any Breakdown caused by misuse, abuse, negligence, lack of normal maintenance required by the manufacturer's maintenance schedule for **Your** Auto or improper servicing or repairs subsequent to the issuance of the **Service Plan**. For any Breakdown caused by sludge build up resulting from **Your** failure to perform recommended maintenance services, or failure to maintain proper levels of lubricants and/or coolants.
6. **Your** failure to protect **Your** Auto from further damage when a Breakdown has occurred or failure to have **Your** Auto towed to the service facility when continued operation may result in further damage. Continued operation includes **Your** failure to observe warning lights, gauges, or any other signs of overheating or component failure, such as fluid leakage, slipping, knocking, or smoking, and not protecting **Your** Auto by continuing to drive creating damage beyond the initial failure.
7. For any repair or replacement of any covered part if a Breakdown has not occurred.
8. If any alterations have been made to **Your** Auto which may have contributed to a Breakdown or creates an odometer/speedometer variance of greater than 4%. Also not covered are any emissions and/or exhaust systems modifications, engine modifications, transmission modifications, and/or drive axle modifications, which includes any performance modifications.
9. If it is determined that the odometer is inaccurate, has ever been inoperative, or has been altered such that the Auto's true mileage cannot be verified.
10. If **Your** Auto has ever been a total loss, salvaged, rebuilt, is a grey market or similarly titled Auto.
11. For any liability for property damage, or for injury to or death of any person arising out of the operation, maintenance or use of **Your** Auto described in this **Service Plan**, whether or not related to the parts covered. For loss of use, time, profit, inconvenience, or any other consequential loss.
12. Consequential Damage to a non-covered part that resulted from a Breakdown.
13. When the responsibility for the repair is covered by an insurance policy, manufacturer and/or dealer customer assistance program, or any warranty from the manufacturer.
14. If **Your** Auto is used for towing (unless **Your** Auto is equipped with factory installed or factory authorized tow package), or **Your** Auto is used as a Commercial unit or is used for rental, taxi, limousine or shuttle, snow removal, towing/wrecker service, dumping (dump beds), police or emergency service, principally off-road use, racing, or competitive driving.
15. For any Pre-existing condition or for any Breakdown occurring before Coverage takes effect or prior to the date **Your Service Plan** was issued, or if the information provided by **You**, or the repair facility cannot be verified as accurate or is found to be deceptively inaccurate.
16. For Breakdowns that occur and/or repairs made outside of the United States of America and Canada.
17. For diagnostic and/or teardown procedures that have not been authorized by the **Administrator** or are in excess of the times listed in the current year's national flat rate hourly guide in conjunction with a covered repair.
18. For any loss arising out of the unauthorized access or use of any system, software, hardware, or firmware, or any modification, reprogramming, destruction, or deletion of data or software by any means.

### **DISPUTE ARBITRATION**

Most customer concerns can be quickly and satisfactorily resolved by calling Toco Warranty Corporation at (855) 298-8626. In the unlikely event that **Your** matter is not resolved or if **We** have been unable to resolve a dispute after attempting to do so informally, **You** and **We** each agree to resolve those disputes through binding arbitration or small claims court instead of in courts of general jurisdiction. Arbitration is more informal than a lawsuit in court, it uses a neutral arbitrator instead of a judge or jury, it allows for more limited discovery than in court and is subject to very limited review by courts. Arbitrators can award the same damages and relief as a court.

## ARBITRATION AGREEMENT

Upon accepting the issuance of the **Service Plan**, **We** and **You** agree to arbitrate disputes and claims that arise with respect to the other. This agreement to arbitrate is intended to be broadly interpreted. It includes, but is not limited to:

- claims arising out of or relating to any aspect of the relationship, whether based in the **Service Plan**, tort, statute, fraud, misrepresentation, or any other legal theory;
- claims that arose before this or any prior **Service Plan** (including, but not limited to, claims relating to marketing);
- claims that are currently the subject of purported class action litigation in which **You** are not a member of a certified class; and
- claims that may arise after the termination of this **Service Plan**.

This arbitration agreement does not preclude **You** from bringing issues to the attention of federal, state, or local agencies. Such agencies can, if the law allows, seek relief against **Us** on **Your** behalf. **You agree that, by entering into this Service Plan, You and We are each waiving the right to a trial by jury or to participate in a class action.** This **Service Plan** evidences a transaction in interstate commerce, and thus the Federal Arbitration Act governs the interpretation and enforcement of this provision. This provision shall survive termination of the **Service Plan**.

### Special State Requirements REQUIREMENTS / DISCLOSURES

The following Special State Requirements and/or Disclosures apply if the **Contract** Holder resides in one of the following states and supersede any other provision herein.

#### ALABAMA

Obligations of the provider under this Service **Contract** are guaranteed under a service contract reimbursement insurance policy issued by Technology Insurance Company, Inc. (the "insurance company"), 59 Maiden Lane, 43<sup>rd</sup> Floor, New York, NY 10038, (866) 505-4048. If the provider fails to pay or to provide service on a claim within sixty (60) days after proof of loss has been filed, **You** are entitled to make a claim directly against the reimbursement insurance company.

No administrative fee will be charged if **We** cancel **Your Contract**. In the event **We** cancel this **Contract**, written notice will be sent to **You** last known address at least five (5) days prior to cancellation with the date the cancellation is effective and the reason for the cancellation. Prior notice is not required if the reason for cancellation is non-payment of the provider fee or material misrepresentation by the service **Contract** Holder to the **Us** relating to the covered property or its use.

If **You** cancel this **Contract** within thirty (30) days of the **Sale Date**, a ten percent (10%) penalty per month shall be added to a refund not paid or credited within forty-five (45) days after return of the **Contract** to the **Administrator**.

An administrative fee not to exceed Twenty-Five Dollars (\$25.00) will be charged for cancellations occurring after thirty (30) days or a claim has been filed.

#### ALASKA

Obligations of the provider under this Service **Contract** are guaranteed under a service contract reimbursement insurance policy issued by Technology Insurance Company, Inc. (the "insurance company"), 59 Maiden Lane, 43<sup>rd</sup> Floor, New York, NY 10038, (866) 505-4048. If the provider fails to pay or to provide service on a claim within thirty (30) days after proof of loss has been filed, **You** are entitled to make a claim directly against the reimbursement insurance company.

If this **Contract** is cancelled by **You** within thirty (30) days of delivery if mailed to you, ten (10) days if delivered at the point of sale, and no claim has been filed, the entire **Contract** Purchase Price will be refunded. If **You** have incurred a claim during this period or cancel subsequent to this period, the unearned **Contract** Purchase Price will be refunded calculated on a pro-rata basis as described above.

**We** may only cancel this **Contract** for nonpayment of the Purchase Price, if **You** have been convicted of a crime increasing the hazard covered by the **Contract**, fraud or material misrepresentation by **You** in obtaining the **Contract** or in pursuing a claim hereunder, a grossly negligent act or omission by **You** that substantially increases the hazards covered by the **Contract**, physical changes to the **Vehicle** that makes it ineligible for coverage, or a substantial breach of **Your** duties hereunder. If **We** cancel this **Contract** for a reason other than nonpayment of the **Contract** Purchase Price or fraud or material misrepresentation by **You** in connection with obtaining the **Contract** or pursuing a claim hereunder, **We** will provide a written notice of cancellation to **You** at **Your** last known address as reflected in **Our** files at least five days prior to the effective date of cancellation stating the reason for and the effective date of cancellation. Any administrative fee for cancellation will not exceed 7.5% of the **Contract** Purchase Price and **We** will not charge an administrative fee for cancellation if the **Contract** is cancelled by **Us**. Any refund due under this **Contract** will be paid within forty-five (45) days of receiving notice of cancellation from **You** or the effective date of **Our** cancellation or a ten percent (10%) penalty per month will be added to the refund.

#### ARIZONA

Obligations of the obligor under this Service **Contract** are insured under a mechanical service contract reimbursement insurance policy issued by Technology Insurance Company, Inc. (the "insurance company"), 59 Maiden Lane, 43<sup>rd</sup> Floor, New York, NY 10038, (866) 505-4048. If the provider fails to pay or to provide service on a claim within sixty (60) days after proof of loss has been filed, **You** are entitled to make a claim directly against the reimbursement insurance company.

**You** may also cancel this **Contract** by returning it to the **Administrator** as listed on **Registration Page**. **You** may also cancel this **Contract** by returning it to the **Administrator** as listed on **Registration Page**. An administrative fee not to exceed Seventy-Five Dollars (\$75.00) or ten percent (10%) of the monthly charge, whichever is less, will be charged for cancellations occurring after thirty (30) days or if a claim has been filed.

**We** may cancel this **Contract** for non-payment of the monthly charge, or for **Your** misrepresentation in the submission of a claim. **We** may cancel this **Contract** if **Your Vehicle** is found to be modified by **You** in a manner not recommended by the manufacturer after the **Contract** purchase date, or **Your Vehicle** is found to be used as a Commercial **Vehicle** and the applicable surcharge has not been **Contract** marked on **Registration Page** and payment has not been received for this surcharge. **We** may not cancel **Your Contract** if **We** made an error in the sale or registration. **We** may cancel **Your Contract** if **Your Vehicle** becomes **Unqualified** by **Your** actions after the **Contract** purchase date. In the event of cancellation, **You** will not be charged for claims paid or repair service fees.

**Only those alterations made to Your Vehicle after the Sale Date are excluded as noted in EXCLUSION F. EXCLUSION I. does not apply to Arizona residents.**

**EXCLUSIONS SECTION Item M. is deleted and replaced with the following:**

**M. If the information provided by You cannot be verified as accurate or is found to be deceptively inaccurate.**

The Arbitration Provision does not prohibit an Arizona resident from following the process to resolve complaints as outlined by the Arizona Department of Insurance. To learn more about this process, **You** may contact the Arizona Department of Insurance and Financial Institutions, Consumer Protection Division at 100 N. 15<sup>th</sup> Avenue, Suite 261, Phoenix, AZ 85007, (602) 364-2499, Website: difi.az.gov.

## ARKANSAS

Obligations of the provider under this Service **Contract** are guaranteed under a service contract reimbursement insurance policy issued by Technology Insurance Company, Inc. (the "insurance company"), 59 Maiden Lane, 43<sup>rd</sup> Floor, New York, NY 10038, (866) 505-4048. If the provider fails to pay or to provide service on a claim within sixty (60) days after proof of loss has been filed, **You** are entitled to make a claim directly against the reimbursement insurance company.

If **You** cancel this **Contract** within thirty (30) days of the **Contract** Purchase Date, a ten percent (10%) penalty per month shall be added if the refund not paid or credited within forty-five (45) days after the return of the **Contract** to the **Administrator**.

## CALIFORNIA

This **Vehicle Service Contract** is not valid for sale in the State of California.

## COLORADO

Obligations of the provider under this service contract are guaranteed under a service contract reimbursement insurance policy issued by Technology Insurance Company, Inc. (the "insurance company"), 59 Maiden Lane, 43<sup>rd</sup> Floor, New York, NY 10038, (866) 505-4048. If the provider fails to pay or to provide service on a claim within sixty (60) days after proof of loss has been filed, **You** are entitled to make a claim directly against the reimbursement insurance company. The policy number is TIC-TOC-FTP-082321.

## CONNECTICUT

Resolution of Disputes – In accord with CT Bulletin PC-45-03, a written complaint may be mailed to: State of Connecticut, Insurance Department, PO 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 product, the cost of repair of the product and a copy of this warranty **Contract**.

Our performance under this **Contract** is insured by an insurance policy issued to **Us** by Technology Insurance Company, Inc. (the "insurance company"), 59 Maiden Lane, 43<sup>rd</sup> Floor, New York, NY 10038. 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. If **You** cancel this **Contract** and do not receive a refund from **Us** by the forty-sixth (46<sup>th</sup>) day following **Your** request for cancellation, **You** may apply for a refund with the insurance company. To contact the insurer about **Your** claim or **Contract** refund, please call (866) 505-4048. Please have **Your Contract** number and all claim or cancellation details readily available.

Connecticut Public Act, 87-393, Laws 1987, requires an automobile dealer to provide a warranty covering certain classes of used motor **Vehicles** as follows:

If **Your Vehicle** is being repaired for a **Breakdown** covered by this **Contract**, and the **Contract** expires during the repair, the **Contract** plan is extended until the repair is completed.

**You** may cancel this **Contract** if **You** return the covered **Vehicle** or the covered **Vehicle** is sold, lost, stolen, or destroyed.

**Contract** If **We** cancel this **Contract** for non-payment, **We** must provide **You** with a written notice at least ten (10) days prior to cancellation at **Your** last known address, with the **Effective Date** for the cancellation and the reason for cancellation. If **We** cancel this **Contract** for any other reason, **We** must provide **You** with a written notice at least thirty (30) days prior to cancellation at **Your** last known address, with the **Effective Date** for the cancellation and the reason for cancellation.

## DISTRICT OF COLUMBIA

Obligations of the provider under this Service **Contract** are guaranteed under a service contract reimbursement insurance policy issued by Technology Insurance Company, Inc. (the "insurance company"), 59 Maiden Lane, 43<sup>rd</sup> Floor, New York, NY 10038, (866) 505-4048. If the provider fails to pay or to provide service on a claim within sixty (60) days after proof of loss has been filed, **You** are entitled to make a claim directly against the reimbursement insurance company.

## FLORIDA

The Service **Contract** Obligor/Provider and **Administrator** is **Northcoast Warranty Services, Inc., 800 Superior Avenue E, 21<sup>st</sup> Floor, Cleveland, OH 44114, License #49127; (888) 733-5127.**

This Service **Contract** is not an insurance contract. Our obligations are insured by a service contract reimbursement insurance policy issued by Wesco Insurance Company (the "insurance company") located at 59 Maiden Lane, 43<sup>rd</sup> Floor, New York, NY 10038. If **We** fail to pay or otherwise provide **You** with a covered service within sixty (60) days of **Your** submission of a valid claim, **You** may submit **Your** claim to the insurance company by calling (866) 505-4048.

The rate charged to **You** for this **Contract** is not subject to regulation by the Florida Office of Insurance Regulation.

The definition of **Commercial Use** is deleted and replaced with the following:

**Deductible** – For New **Vehicle** Plans, **Your Deductible** will NOT be waived for repairs made at a **Preferred Repair Facility**. **You** must pay the **Deductible** indicated on **Registration Page** per visit for each approved repair.

**TRANSFER OF YOUR VEHICLE SERVICE CONTRACT is added to this Contract:**

a. **Your Contract may be transferable to someone to whom You sell or otherwise transfer Your Vehicle while this Contract is still in force. This Contract cannot be transferred if the title transfer of Your Vehicle passes through an entity other than the subsequent buyer, or Your Vehicle is sold or traded to a dealership, leasing agency or entity/individual in the business of selling vehicles. Transfer must be initiated by the original Contract Holder.**

b. **To transfer, the following must be submitted to the Administrator within thirty (30) days of the change of ownership to a subsequent individual purchaser:**

- **A completed transfer form; with**
- **Name and Address of new owner, date of sale to new owner, current mileage; and**
- **Forty-Dollar (\$40.00) Transfer Fee made payable to the Administrator.**

**CANCELLATION OF YOUR CONTRACT** – This **Contract** may be cancelled by **You** within sixty (60) days of purchase upon written request. **We** will refund one hundred percent (100%) of the gross written premium less claims paid and less an administrative fee not to exceed five percent (5%) or one Hundred Dollars (\$100.00), whichever is less. If **You** cancel the **Contract** after sixty (60) days, **We** will refund ninety percent (90%) of the unearned pro rata premium less the amount of any claims paid on the **Contract**. If **We** cancel the **Contract**, **We** will return one hundred percent (100%) of the unearned pro rata premium less the amount of any claims paid on the **Contract**.

After the **Contract** has been in effect for more than sixty (60) days, **We** may only cancel for material misrepresentation or fraud at the time of sale of the **Contract**, or if the odometer has been tampered with or disabled and **You** have failed to repair the odometer, or if **You** have failed to maintain the motor **Vehicle** as prescribed by the manufacturer, or for non-payment of premium by **You**. If **We** cancel this **Contract** due to nonpayment, **You** will be notified of cancellation by certified mail. The Arbitration Provision section of this **Contract** is stricken in its entirety.

### GEORGIA

Obligations of the provider under this Service **Contract** are guaranteed under a service contract reimbursement insurance policy issued by Technology Insurance Company, Inc. (the "insurance company"), 59 Maiden Lane, 43<sup>rd</sup> Floor, New York, NY 10038, (866) 505-4048. If the provider fails to pay or to provide service on a claim, or to refund the consideration paid by **You** for the **Contract**, within sixty (60) days after proof of loss or cancellation request has been filed, **You** are entitled to make a claim directly against the reimbursement insurance company.

The mandatory **Waiting Period** for Georgia residents shall not exceed thirty (30) days.

If this **Contract** has been purchased on a payment plan, the Seller shown on **Registration Page** may cancel this **Contract** if the **Vehicle** is declared a total loss, or for non-payment if the **Vehicle** is repossessed. In the event of a total loss or repossession the Lienholder will be the sole payee.

**We** may cancel this **Contract** for non-payment of the monthly charge, for material misrepresentation, or for fraud and no administration fee will be charged. The cancellation shall be in writing and shall not be less than thirty (30) days from the date of mailing or delivery in person of such notice of cancellation. If this **Contract** is cancelled after the first thirty (30) days from the sales date, **We** will refund 100% of the unearned pro rata purchase price. An administration fee not to exceed the lessor of ten percent (10%) of the pro-rata refund amount or Fifty Dollars (\$50.00) will be applied if this **Contract** is cancelled by **You**.

If **You** or **We** cancel this **Contract** within the first thirty (30) days after the sales date, the entire **Contract** purchase price will be refunded. Further, a 10% penalty per month shall be added to a refund that is not paid or credited within 45 days after **We** receive the cancellation request.

In the event of cancellation, **You** will not be charged for claims paid or repair service fees.

EXCLUSIONS SECTION – Items D., F., G. and M. are deleted and replaced with the following:

- D. For any **Breakdown** caused by misuse, abuse, negligence, lack of normal maintenance required by the manufacturer's maintenance schedule for **Your Vehicle** or improper servicing or repairs subsequent to purchase. For any **Breakdown** caused by contaminants resulting from **Your** failure to perform recommended maintenance services, or failure to maintain proper levels of lubricants and/or coolants, or **Breakdowns** caused by fuels containing more than 10% Ethanol (if the engine was not manufactured for this fuel mixture), or failure to protect **Your Vehicle** from further damage when a **Breakdown** has occurred or failure to have **Your Vehicle** towed to the service facility when continued operation may result in further damage. Continued operation includes **Your** failure to observe warning lights, gauges, or any other signs of overheating or component failure, such as fluid leakage, slipping, knocking, or smoking, and not protecting **Your Vehicle** by continuing to drive creating damage beyond the initial failure.
  - F. If any alterations have been made to **Your Auto** by **You** or with **Your** knowledge which may have contributed to a **Breakdown** or creates an odometer/speedometer variance of greater than four percent (4%). Also not covered are any emissions and/or exhaust systems modifications, engine modifications, transmission modifications, and/or drive axle modifications, which includes any performance modifications.
  - G. If it is determined that subsequent to the purchase of this **Contract**, the odometer is inaccurate, has ever been inoperative, or has been altered such that the Auto's true mileage cannot be determined.
  - M. For any **Pre-existing** condition known to **You** or for any **Breakdown** occurring before **Coverage** takes effect or prior to the date **Your Service Plan** was issued, or if the information provided by **You** cannot be verified as accurate or is found to be deceptively inaccurate. Only those alterations made to **Your Vehicle** while owned by **You** are excluded as noted in EXCLUSION F.
- The Arbitration Provision section of this **Contract** is stricken in its entirety.

### HAWAII

Obligations of the provider under this Service **Contract** are guaranteed under a service contract reimbursement insurance policy issued by Technology Insurance Company, Inc. (the "insurance company"), 59 Maiden Lane, 43<sup>rd</sup> Floor, New York, NY 10038, (866) 505-4048. If the provider fails to pay or to provide service on a claim within sixty (60) days after proof of loss has been filed, **You** are entitled to make a claim directly against the reimbursement insurance company.

The definition of **Breakdown** means the failure of a covered part under normal service due to defects in material and workmanship. A covered part has failed when it can no longer perform the function for which it was designed solely because of its condition and not because of the action or inaction of any non-covered parts.

If **You** cancel this **Contract** within thirty (30) days of the **Sale Date**, a ten percent (10%) penalty per month shall be added to a refund not paid or credited within forty-five (45) days after return of the **Contract** to the **Administrator**.

### IDAHO

Obligations of the provider under this Service **Contract** are guaranteed under a service contract reimbursement insurance policy issued by Technology Insurance Company, Inc. (the "insurance company"), 59 Maiden Lane, 43<sup>rd</sup> Floor, New York, NY 10038, (866) 505-4048. If the provider fails to pay or to provide service on a claim within sixty (60) days after proof of loss has been filed, **You** are entitled to make a claim directly against the reimbursement insurance company.

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

### ILLINOIS

Obligations of the provider under this Service **Contract** are guaranteed under a service contract reimbursement insurance policy issued by Technology Insurance Company, Inc. (the "insurance company"), 59 Maiden Lane, 43<sup>rd</sup> Floor, New York, NY 10038, (866) 505-4048. If the provider fails to pay or to provide service on a claim within sixty (60) days after proof of loss has been filed, **You** are entitled to



make a claim directly against the reimbursement insurance company.

This **Vehicle Service Contract** provides no **Coverage** or Benefits for any repair or replacement of any covered part if a **Breakdown** has not occurred. A gradual reduction in operating performance due to wear and tear does not constitute a **Breakdown**. The **Vehicle Service Contract** provider may retain a cancellation fee not to exceed the lesser of ten percent (10%) of the **Vehicle Service Contract** price or Fifty Dollars (\$50.00).

#### INDIANA

**Your** proof of payment to the issuing seller for this **Contract** shall be considered proof of payment to the Insurance Company which guarantees Our obligations to **You**.

This service **Contract** is not insurance and is not subject to Indiana insurance law. EXCLUSIONS SECTION – Item M. is deleted and replaced with the following:

M. For any **Pre-existing** condition known to **You** or for any **Breakdown** occurring before **Coverage** takes effect or prior to the **Contract** Purchase Date.

Obligations of the provider under this Service **Contract** are guaranteed under a service contract reimbursement insurance policy issued by Technology Insurance Company, Inc. (the "insurance company"), 59 Maiden Lane, 43<sup>rd</sup> Floor, New York, NY 10038, (866) 505-4048. If the provider fails to make a payment, or to perform or provide service on a claim, within sixty (60) days after **You** request the performance or payment, **You** may request the performance or payment directly from the reimbursement insurance company.

Arbitration Provision – Item 7 is deleted in its entirety. Arbitration is not mandatory and is non-binding in the State of Indiana. Arbitration proceedings shall be conducted in the county in which the consumer resides.

#### IOWA

THE CONTRACT OBLIGOR IS TOCO US LLC, 7324 Southwest Freeway, Suite 1900, Houston, TX 77074, AND ADMINISTRATOR IS TOCO WARRANTY CORPORATION.

The Obligor is covered by a reimbursement insurance policy issued by Technology Insurance Company, Inc. for all the obligations and liabilities in this service **Contract** including additional roadside assistance benefits. If **You** have any questions regarding this **Contract**, **You** may contact the **Administrator** by mail or by phone. Refer to **Registration Page** for the **Administrator's** address and toll-free telephone number. Iowa residents only may also contact the Iowa Insurance Commissioner at the following address: Iowa Insurance Department, 1963 Bell Avenue, Suite 100, Des Moines, IA 50315-1000, (515) 654-6600. Replacement shall not be made with used parts unless **We** receive prior written authorization from **You**. Replacement will not be made with a rebuilt part, unless the part is rebuilt according to national standards recognized by the Insurance Division.

**Our** obligations under this Service **Contract** are guaranteed under a reimbursement insurance policy. If **We** fail to pay or provide service on a claim within sixty (60) days after proof of loss has been filed with **Us**, **You** are entitled to make a claim directly against the reimbursement insurance policy by contacting Technology Insurance Company, Inc. (the "insurance company"), 59 Maiden Lane, 43<sup>rd</sup> Floor, New York, NY 10038, (866) 505-4048. A claim against a reimbursement insurance policy shall also include a claim for return of any refund due **You**.

If **You** cancel this **Contract**, **We** must mail written notice of cancellation to **You** within fifteen (15) days of cancellation. The **Vehicle Service Contract** provider may retain a cancellation fee not to exceed the lesser of ten percent (10%) of the **Vehicle Service Contract** price or Fifty Dollars (\$50.00).

If **You** cancel this **Contract** within thirty (30) days of the **Sale Date**, a ten percent (10%) penalty will be added each month to any refund not paid to the **Contract** Holder within thirty (30) days of the return of the service **Contract** to the Service Company.

#### KANSAS

Obligations of the provider under this Service **Contract** are guaranteed under a service contract reimbursement insurance policy issued by Technology Insurance Company, Inc. (the "insurance company"), 59 Maiden Lane, 43<sup>rd</sup> Floor, New York, NY 10038, (866) 505-4048. If the provider fails to pay or to provide service on a claim within sixty (60) days after proof of loss has been filed, **You** are entitled to make a claim directly against the reimbursement insurance company.

**SCHEDULE OF COVERAGES** – Lost key/Lockout is not available.

#### KENTUCKY

Obligations of the provider under this Service **Contract** are guaranteed under a service contract reimbursement insurance policy issued by Technology Insurance Company, Inc. (the "insurance company"), 59 Maiden Lane, 43<sup>rd</sup> Floor, New York, NY 10038, (866) 505-4048. If the provider fails to pay or to provide service on a claim within sixty (60) days after proof of loss has been filed, **You** are entitled to make a claim directly against the reimbursement insurance company.

#### LOUISIANA

Obligations of the provider under this Service **Contract** are guaranteed under a service contract reimbursement insurance policy issued by Technology Insurance Company, Inc. (the "insurance company"), 59 Maiden Lane, 43<sup>rd</sup> Floor, New York, NY 10038, (866) 505-4048. The motor vehicle service contract is not regulated by the Department of Insurance. Any concerns or complaints regarding the motor vehicle Service **Contract** may be directed to the attorney general.

CANCELLATION OF **YOUR CONTRACT** SECTION – Item A. is deleted and replaced with the following:

A. If this **Contract** is cancelled within the first thirty (30) days, the full price **You** paid for the Service **Contract** will be refunded, less a Fifty Dollar (\$50.00) administrative fee. If this **Contract** is cancelled after the first thirty (30) days, **We** will refund to **You** an amount according to the pro-rata method reflecting the greater of the days in force or the miles driven based on the term/miles selected and the date **Coverage** begins, less a Fifty Dollar (\$50.00) administrative fee. In the event of cancellation, the lienholder, if any, will be named on a cancellation refund check as their interest may appear.

## MAINE

Our obligations under this Service **Contract** are guaranteed under a reimbursement insurance policy. If **We** fail to pay or provide service on a claim within sixty (60) days after proof of loss has been filed with **Us**, **You** are entitled to make a claim directly against the reimbursement insurance policy by contacting Technology Insurance Company, Inc. (the "insurance company"), 59 Maiden Lane, 43<sup>rd</sup> Floor, New York, NY 10038, (866) 505-4048. A claim against a reimbursement insurance policy shall also include a claim for return of any refund due **You**.

An administrative fee not to exceed Fifty Dollars (\$50.00) or ten percent (10%) of the monthly charge, whichever is less, will be charged for cancellations occurring after thirty (30) days or if a claim has been filed.

The total amount of all authorized claims will be deducted from all refunds.

If **We** cancel this **Contract**, **We** shall mail a written notice to **You** at **Your** last known address at least fifteen (15) days prior to cancellation. The notice will state the **Effective Date** of the cancellation and the reason for the cancellation.

If **You** cancel this **Contract** within thirty (30) days of the **Contract** purchase date, a ten percent (10%) penalty per month will be added to a refund that is not paid or credited within forty-five (45) days after return of the service **Contract** to the provider.

## MARYLAND

Obligations of the provider under this Service **Contract** are guaranteed under a service contract reimbursement insurance policy issued by Technology Insurance Company, Inc. (the "Insurance Company"), 59 Maiden Lane, 43<sup>rd</sup> Floor, New York, NY 10038, (866) 505-4048. If the provider fails to pay or to provide service on a claim, or make any refund or consideration due, within sixty (60) days after proof has been filed, **You** are entitled to make a claim directly against the reimbursement insurance company.

If **You** cancel this Service **Contract** within twenty (20) days after the date of delivery of the **Contract** if delivered to **You** at the time of sale and have not filed a claim, **You** are entitled to a full refund.

If a covered claim is diagnosed with an inspection or diagnostic procedure with or without a teardown, then all associated charges in the covered claim will be covered.

If **Your Vehicle** is being repaired for a **Breakdown** covered by this **Contract**, and the **Contract** expires during the repair, the **Contract** term is extended until the repair is completed.

PURCHASE OF THIS SERVICE CONTRACT IS NOT REQUIRED IN ORDER TO PURCHASE, LEASE, OR FINANCE A MOTOR VEHICLE.

## MASSACHUSETTS

This **Vehicle Service Contract** is not valid for sale in the State of Massachusetts.

## MINNESOTA

Obligations of the provider under this Service **Contract** are guaranteed under a service contract reimbursement insurance policy issued by Technology Insurance Company, Inc. (the "insurance company"), 59 Maiden Lane, 43<sup>rd</sup> Floor, New York, NY 10038, (866) 505-4048. The **Coverages** listed below are provided to **You** by the dealer at no charge as required by Minnesota Statute 325F.662. The term of the required warranty is based on the mileage at the time of sale as follows:

**Engine:** Lubricated Parts; Intake Manifolds; Engine Block; Cylinder Heads; Rotary Engine Housings; and Ring Gear; Water Pump; Externally Mounted Mechanical Fuel Pump; Radiator; Alternator; Generator; and Starter.

**Transmission:** Case; Internal Parts; Torque Converter; or, the Manual Transmission Case and Internal Parts. **Drive Axle:** Axle Housings and Internal Parts; Axle Shafts; Drive and Output Shafts; and Universal Joints; but excluding the Secondary Drive Axle on **Vehicles** other than passenger vans, mounted on a truck chassis. **Brakes:** Master Cylinder; Vacuum Assist Booster; Wheel Cylinders; Hydraulic Lines and Fittings; and Disc Brake Calipers. **Steering:** Gear Housing and all Internal Parts; Power Steering Pump; Valve Body; Piston; and Rack.

**Note:** The following parts are covered only on **Vehicles** with less than 36,000 miles: Steering Rack; Radiator; Alternator; Generator; and Starter.

The above **Coverages** are excluded from this **Contract** during the applicable warranty period unless the dealer becomes unable to meet its obligations. **Your** rights and obligations are fully explained in the dealer issued used **Vehicle** limited warranty document.

If **We** cancel this **Contract** for non-payment of the provider fee, a material misrepresentation by **You** to the provider, or a substantial breach of duties by **You** relating to the covered product or its use, **We** shall mail a written notice to **You** at **Your** last known address at least five (5) days before cancellation. If **We** cancel this **Contract** for any other reason, **We** shall mail a written notice to **You** at **Your** last known address at least fifteen (15) days before cancellation. The notice shall state the **Effective Date** of the cancellation and the reason for the cancellation.

If **You** cancel this **Contract** within thirty (30) days of the **Contract** purchase date, a ten percent (10%) penalty per month will be added to a refund that is not paid or credited within forty-five (45) days after return of the **Contract** to the **Administrator**.

If **You** have cancelled this **Contract** and have not received the refund from **Us** or the **Administrator** within thirty (30) days of such cancellation, **You** may contact the Insurance Company identified on **Registration Page**.

EXCLUSIONS SECTION – Items B. and M. are deleted in their entirety and replaced by the following:

B. For normal maintenance services and parts which include: alignments, adjustments, wheel balancing, tune-ups, spark plugs, spark plug wires, glow plugs, hoses (unless listed as specific covered parts), drive belts, brake pads, brake linings/shoes, and wiper blades. Filters, lubricants, coolants, fluids, and refrigerants will be covered only if replacement is required in connection with a **Breakdown**.

M. For any **Breakdown** occurring before **Coverage** takes effect or prior to the **Contract** Purchase Date, or if the information provided by **You**, or the repair facility cannot be verified as accurate or is found to be deceptively inaccurate.

**Coverage** limitation for **Breakdowns** caused by rust, corrosion, sludge build-up or damage to a covered part by a non-covered part does not apply to Minnesota residents.

The Arbitration Provision section of this **Contract** is stricken in its entirety. Definition "**Pre-existing**" is not applicable to Minnesota residents.

## MISSISSIPPI

Obligations of the provider under this Service **Contract** are guaranteed under a service contract reimbursement insurance policy issued by Technology Insurance Company, Inc. (the "insurance company"), 59 Maiden Lane, 43<sup>rd</sup> Floor, New York, NY 10038, (866) 505-4048.

CANCELLATION OF **YOUR CONTRACT** SECTION – Items b. and d. are deleted in their entirety and replaced with the following:

b. **We** may cancel this **Contract** for non-payment of the monthly charge, material misrepresentation by **You**, or a substantial breach of

duties by **You** relating to the covered **Vehicle** or its use. If **We** cancel this **Contract** for a reason other than non-payment of the **Contract** purchase price, then **We** will refund one hundred percent (100%) of the unearned pro rata of the **Contract** charge, less claims paid. An administration fee not to exceed ten percent (10%) of the gross **Contract** charge paid will be charged if this **Contract** is cancelled by **Us**.

- d. If this **Contract** is cancelled within the first thirty (30) and no claims have been filed, **We** will refund the entire **Contract** charge paid, and this **Contract** will be void. A ten percent (10%) penalty per month shall be added to a refund not paid or credited within forty-five (45) days after return of the **Contract** to the **Administrator**. These provisions apply only to the original purchaser of the **Contract**. If this **Contract** is cancelled after the first thirty (30) days or a claim has been filed, **We** will refund one hundred percent (100%) of the unearned pro rata of the **Contract** charge, less claims paid. An administration fee not to exceed ten percent (10%) of the gross monthly charge will be charged if this **Contract** is cancelled by **You**.

In the event of cancellation, the lienholder or funding party, if any, will be named on a cancellation refund check as their interest may appear. The Arbitration Provision section of this **Contract** is stricken in its entirety.

#### MISSOURI

This **Vehicle** Service **Contract** is not valid for sale in the State of Missouri.

#### MONTANA

Obligations of the provider under this Service **Contract** are guaranteed under a service contract reimbursement insurance policy issued by Technology Insurance Company, Inc. (the "insurance company"), 59 Maiden Lane, 43<sup>rd</sup> Floor, New York, NY 10038, (866) 505-4048. If **We** cancel this **Contract**, **We** shall mail a written notice to **You** at **Your** last known address at least five (5) days before cancellation. The notice shall state the **Effective Date** of the cancellation and the reason for the cancellation. Written notice is not required if canceled due to non-payment by **You** of the provider fee; a material misrepresentation by **You** to the provider; or substantial breach of duties by **You** relating to the covered **Vehicle** or its use.

#### NEBRASKA

Obligations of the provider under this Service **Contract** are guaranteed under a service contract reimbursement insurance policy issued by Technology Insurance Company, Inc. (the "insurance company"), 59 Maiden Lane, 43<sup>rd</sup> Floor, New York, NY 10038, (866) 505-4048. If the provider fails to pay or to provide service on a claim within sixty (60) days after proof of loss has been filed, **You** are entitled to make a claim directly against the reimbursement insurance company.

**We** may only cancel this Service **Contract** for fraud, material misrepresentation, non-payment by **You**, or a substantial breach of duties by **You** relating to the covered **Vehicle** or its use. If **We** cancel this **Contract**, **We** will give **You** fifteen (15) days notification, except for non-payment, which will be ten (10) days notification.

If a settlement for a claim dispute cannot be reached, the parties may elect arbitration by mutual agreement at the time of the dispute after the claimant has exhausted all internal appeals and can be binding by consent of the **Contract** holder. Arbitration will take place under the laws of the State of Nebraska and will be held in the **Contract** holder's county of residence or any other county in this state agreed to by both parties.

#### NEVADA

##### **THE CONTRACT OBLIGOR IS TOCO US, LLC AND ADMINISTRATOR IS TOCO WARRANTY CORPORATION.**

Obligations of the provider under this Service **Contract** are guaranteed under a service contract reimbursement insurance policy issued by Technology Insurance Company, Inc. (the "insurance company"), 59 Maiden Lane, 43<sup>rd</sup> Floor, New York, NY 10038, (866) 505-4048. If the provider fails to pay or to provide service on a claim within sixty (60) days after proof of loss has been filed, **You** are entitled to make a claim directly against the reimbursement insurance company.

##### **THIS SERVICE CONTRACT IS SUBJECT TO A WAITING PERIOD**

If **You** are not satisfied with the manner in which **We** are handling **Your** claim, **You** may contact the Nevada Insurance Commissioner toll-free at (888) 872-3234.

In the event **We** cancel this **Contract**, written notice will be sent to **Your** last known address at least fifteen (15) days prior to cancellation with the **Effective Date** of the cancellation. No administrative fee will be charged if **We** cancel **Your Contract**.

##### **NRS 690C.270 Grounds for cancellation; date cancellation effective.**

1. No Service **Contract** that has been in effect for at least seventy (70) days may be cancelled by the provider before the expiration of the agreed term or one (1) year after the effective date of the Service **Contract**, whichever occurs first, except on any of the following grounds:

- (a) Failure by the holder to pay an amount when due;
- (b) Conviction of the holder of a crime which results in an increase in the service required under the Service **Contract**;
- (c) Discovery of fraud or material misrepresentation by the holder in obtaining the service contract, or in presenting a claim for service thereunder;
- (d) Discovery of:
  - (1) An act or omission by the holder; or
  - (2) A violation by the holder of any condition of the Service **Contract**,which occurred after the effective date of the Service **Contract**, and which substantially and materially increases the service required under the Service **Contract**; or

(e) A material change in the nature or extent of the required service or repair which occurs after the effective date of the Service **Contract**, and which causes the required service or repair to be substantially and materially increased beyond that contemplated at the time that the Service **Contract** was issued or sold.

2. No cancellation of a Service **Contract** may become effective until at least fifteen (15) days after the notice of cancellation is mailed to the holder.

(Added to NRS by [1999, 3340](#))

**You** may cancel this **Contract** at any time. If **You** have made no claim and **Your** request for cancellation is within thirty (30) days, the full price **You** paid for the Service **Contract** will be refunded and no cancellation fee will be deducted. If **You** have made a claim under the **Contract**, or if **Your** request is beyond the first thirty (30) days, **We** will refund to **You** an amount based on the pro-rata method. In no event will claims paid or repair service fees be deducted from any refund. If **You** cancel this **Contract** within thirty (30) days of the **Contract** purchase date and the refund is not processed within forty-five (45) days, a penalty of ten percent (10%) of the **Contract** price will be added to the refund for every thirty (30) days the refund is not paid.

PROVISIONS OF THIS **VEHICLE SERVICE CONTRACT** SECTION – Item 8. is deleted and replaced with the following:

**EXCLUSION SECTION – Item F. is amended to include the following: This Contract will not cover any unauthorized or non-manufacturer recommended modifications or alterations to the covered Vehicle, or any damages arising from such unauthorized or non-manufacturer recommended modifications or alterations. However, if the covered Vehicle is modified or altered in an unauthorized or non- manufacturer recommended manner, We will not automatically suspend all Coverage. Rather, this Contract will continue to provide any applicable Coverage that is not related to the unauthorized or non-manufacturer recommended modification or alteration or any damages arising therefrom, unless such Coverage is otherwise excluded by the terms of this Contract.**

ARBITRATION PROVISION – Pursuant to Nevada law, the arbitration provision is not mandatory.

#### **NEW HAMPSHIRE**

Obligations of the provider under this Service **Contract** are guaranteed under a service contract reimbursement insurance policy issued by Technology Insurance Company, Inc. (the “insurance company”), 59 Maiden Lane, 43<sup>rd</sup> Floor, New York, NY 10038, (866) 505-4048. If the provider fails to provide covered services within sixty (60) days after proof of loss has been filed, **You** are entitled to make a claim directly against the reimbursement insurance company.

In the event **You** do not receive satisfaction under this **Contract**, **You** may contact the New Hampshire Insurance Department at 21 South Fruit Street, Suite 14, Concord, NH 03301-7317, (603) 271-2261. The Arbitration Provision of this Service **Contract** is subject to RSA 542. Any arbitration proceedings shall be conducted within the jurisdiction of New Hampshire.

Cancellation and Transfer Fees do not apply.

#### **NEW JERSEY**

Obligations of the provider under this Service **Contract** are guaranteed under a service contract reimbursement insurance policy issued by Technology Insurance Company, Inc. (the “insurance company”), 59 Maiden Lane, 43<sup>rd</sup> Floor, New York, NY 10038, (866) 505-4048. If the provider fails to pay or to provide service on a valid claim within sixty (60) days after proof of loss has been filed, **You** are entitled to make a claim directly against the reimbursement insurance company.

If **You** request cancellation of this **Contract** within thirty (30) days of the **Sale Date** of the **Contract** and the refund is not paid or credited within forty-five (45) days after **Your** cancellation request to **Us**, a ten percent (10%) penalty will be added to the refund for every thirty (30) days the refund is not paid. If **We** cancel this **Contract**, **We** shall mail a written notice to **You** at **Your** last known address at least five (5) days before cancellation. The notice shall state the **Effective Date** of the cancellation and the reason for the cancellation. Written notice is not required if canceled due to non-payment by **You** of the provider fee; a material misrepresentation by **You** to the provider; or substantial breach of duties **You** relating to the covered product or its use.

#### **NEW MEXICO**

**You** may cancel this **Contract** within thirty (30) days of the time of sale. If **You** have made no claim, the service **Contract** is void and the full purchase price will be refunded to **You**. A ten percent (10%) penalty per month will be added to a refund that is not made within sixty (60) days of **Your** return of the service **Contract**. These provisions apply only to the original purchaser of the service **Contract**. In the event **We** cancel this service **Contract**, **We** will mail a written notice to **You** at **Your** last known address at least fifteen (15) days prior to cancellation with the **Effective Date** for the cancellation and the reason for the cancellation. The provider of this service **Contract** may cancel this **Contract** within seventy (70) days from the date of purchase for any reason. After seventy (70) days, the provider may only cancel this service **Contract** for fraud, material misrepresentation, non-payment by **You** or a substantial breach of duties by **You** relating to the covered **Vehicle** or its use.

This service **Contract** is insured by Technology Insurance Company. If the service **Contract** provider fails to pay **You** or otherwise provide **You** with the covered service within sixty (60) days of **Your** submission of a valid claim, **You** may submit **Your** claim to Technology Insurance Company at 59 Maiden Lane, 43<sup>rd</sup> Floor, New York, NY 10038. If **You** have any concerns regarding the handling of **Your** claim, **You** may contact the Office of Superintendent of Insurance at (855) 427-5674.

#### **NEW YORK**

Obligations of the provider under this Service **Contract** are guaranteed under a service contract reimbursement insurance policy issued by Technology Insurance Company, Inc. (the “insurance company”), 59 Maiden Lane, 43<sup>rd</sup> Floor, New York, NY 10038, (866) 505-4048. If the provider fails to pay or to provide service on a claim within sixty (60) days after proof of loss has been filed, **You** are entitled to make a claim directly against the reimbursement insurance company.

Section 196b of New York General Business Law requires an automobile dealer to provide a warranty covering certain classes of used motor **Vehicles** as follows:

Used **Vehicles** with 36,000 miles or less at the time of sale

Provides **Coverage** for ninety (90) days or 4,000 miles, whichever occurs first.

Used **Vehicles** with more than 36,000 miles but less than 80,000 miles at the time of sale Provides **Coverage** for sixty (60) days or 3,000 miles, whichever occurs first.

Used **Vehicles** with 80,000 miles or more but no more than 100,000 miles at the time of sale Provides **Coverage** for thirty (30) days or 1,000 miles, whichever occurs first.

The **Vehicle** **You** have purchased may be covered by this law. If so, the following is added to this **Contract**: In addition to the dealer warranty required by this law, **You** have elected to purchase this **Contract**, which may provide **You** with additional protection during the dealer warranty period and provides protection after the dealer warranty has expired. **You** have been charged separately only for this **Contract**. The required dealer warranty is provided free of charge. Furthermore, the definitions, **Coverages** and exclusions stated in this

**Contract** apply only to this **Contract** and are not the terms of the required dealer warranty. If **You** cancel this **Contract** within sixty (60) days of the **Contract** purchase date, a ten percent (10%) penalty per month shall be added to a refund that is not made within thirty (30) days of return of the **Contract** to the provider. If **We** cancel this **Contract**, **We** shall mail a written notice to **You** at the last known address held by **Us** at least fifteen (15) days prior to cancellation, providing **You** with notice of cancellation date and the reason for cancellation. However, prior notice is not required if the reason for cancellation is non-payment of the provider fee, a material misrepresentation by the Service **Contract** Holder to the provider, or a substantial breach of duties by the Service **Contract** Holder relating to the covered product of its use.

#### NORTH CAROLINA

Obligations of the provider under this Service **Contract** are guaranteed under a service contract reimbursement insurance policy issued by Technology Insurance Company, Inc. (the "insurance company"), 59 Maiden Lane 43<sup>rd</sup> Floor, New York, NY 10038, (866) 505-4048. If the provider fails to pay or to provide service on a claim within sixty (60) days after proof of loss has been filed, **You** are entitled to make a claim directly against the reimbursement insurance company.

An administration fee not to exceed the lesser of ten percent (10%) of the pro-rata refund amount or Fifty Dollars (\$50.00) will be applied if this **Contract** is cancelled by **You**. **We** may cancel this **Contract** only for non-payment of the monthly charge of the **Contract** or a direct violation of the **Contract** by **You**. The total amount of all authorized claims will be deducted from all refunds.

#### OHIO

Obligations of the provider under this Service **Contract** are guaranteed under a service contract reimbursement insurance policy issued by Technology Insurance Company, Inc. (the "insurance company"), 59 Maiden Lane, 43<sup>rd</sup> Floor, New York, NY 10038, (866) 505-4048. If the provider fails to perform or make a payment due under the terms of the **Contract** within sixty (60) days after **You** request performance or payment pursuant to the terms of the **Contract**, **You** may request performance or payment directly from the Insurance Company, including any obligation in the **Contract** by which the provider must refund **You** upon cancellation of a **Contract**. This **Contract** is not insurance and is not subject to the insurance laws of this state.

#### OKLAHOMA

Obligations of the provider under this Service **Contract** are guaranteed under a service contract reimbursement insurance policy issued by Technology Insurance Company, Inc. (the "insurance company"), 59 Maiden Lane, 43<sup>rd</sup> Floor, New York, NY 10038, (866) 505-4048. If the provider fails to pay or to provide service on a claim within sixty (60) days after proof of loss has been filed, **You** are entitled to make a claim directly against the reimbursement insurance company.

This is not an Insurance **Contract**. **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**.

**Disclosure Statement:** This Service warranty **Contract** is not issued by the manufacturer or wholesale company marketing the product. This warranty will not be honored by such manufacturer or wholesale company.

**FINANCIAL AGREEMENTS** is deleted and replaced with the following: If this **Contract** was financed (purchased on a payment plan) by a funding party, the funding party shall be entitled to any refund(s) resulting from cancellation of this **Contract** for any reason including repossession of **Your Vehicle**, or total loss of **Your Vehicle**. Failure to make monthly payments in a timely manner may result in cancellation of this **Contract** and no claims will be approved.

**CANCELLATION** – Item d. is deleted and replaced with the following:

d. If this **Contract** is canceled within the first thirty (30) days by the warranty holder and no claims have been filed, **We** will refund the entire **Contract** charge paid. If this **Contract** is canceled by the warranty holder after the first thirty (30) days of **Coverage** taking effect or a claim has been filed within the first sixty (60) days after **Coverage** has taken effect, return of premium shall be based upon ninety percent (90%) of the unearned pro-rata premium less the actual cost of any service provided under the service warranty **Contract**. In the event the **Contract** is cancelled by the association, return of premium shall be based upon one hundred percent (100%) of the unearned pro-rata premium less the actual cost of any service provided under the service warranty **Contract**.

**ARBITRATION PROVISION** is amended as follows: While arbitration is mandatory, the outcome of any arbitration shall be non-binding on the parties, and either party shall, following arbitration, have the right to reject the arbitration award and bring suit in a District Court of Oklahoma.

#### OREGON

Obligations of the provider under this Service **Contract** are guaranteed under a service contract reimbursement insurance policy issued by Technology Insurance Company, Inc. (the "insurance company"), 59 Maiden Lane, 43<sup>rd</sup> Floor, New York, NY 10038, (866) 505-4048. If the provider fails to pay or to provide service on a claim within sixty (60) days after proof of loss has been filed, **You** are entitled to make a claim directly against the reimbursement insurance company.

If **You** have any questions regarding this **Contract**, or a complaint against the Obligor, **You** may contact the Oregon Department of Consumer & Business Services, Division of Financial Regulation, Consumer Advocacy Section, PO Box 14480, Salem, OR 97309, (503) 947-7984 or (888) 877-4894. The street address is 350 Winter Street NE, Room 300, Salem, OR 97301.

The ARBITRATION PROVISION section is deleted and replaced as follows:

If a settlement for a claim dispute cannot be reached, the parties may elect arbitration by mutual agreement at the time of the dispute after the claimant has exhausted all internal appeals and can be binding by consent of the Plan holder. Arbitration will take place under the laws of the State of Oregon and will be held in the Plan holder's county of residence or any other county in this state agreed to by both parties. Oregon arbitration law will prevail unless it conflicts with the Federal Arbitration Act. Notwithstanding the foregoing, either party may

bring an individual action in small claims court or trial by jury. This arbitration agreement does not preclude **You** from bringing issues to the attention of federal, state, or local agencies. Such agencies can, if the law allows, seek relief against **Us** on **Your** behalf. **You** agree that, by entering into this Plan, **You** and **We** are each waiving the right to participate in a class action.

#### RHODE ISLAND

Obligations of the provider under this Service **Contract** are guaranteed under a service contract reimbursement insurance policy issued by Technology Insurance Company, Inc. (the "insurance company"), 59 Maiden Lane, 43<sup>rd</sup> Floor, New York, NY 10038, (866) 505-4048. Section 31-5.4 of Rhode Island General Business Law requires an automobile dealer to provide a warranty covering certain classes of used motor **Vehicles** as follows:

Used **Vehicles** with 36,000 miles or less at the time of sale.

Provides **Coverage** for ninety (90) days or 4,000 miles, whichever occurs first.

Used **Vehicles** with more than 36,000 miles but less than 100,000 miles at the time of sale Provides **Coverage** for thirty (30) days or 1,000 miles, whichever occurs first.

The **Vehicle** **You** have purchased may be covered by this law. If so, the following is added to this **Contract**: In addition to the dealer warranty required by this law, **You** have elected to purchase this **Contract**, which may provide **You** with additional protection during the dealer warranty period and provides protection after the dealer warranty has expired. **You** have been charged separately only for this **Contract**. The required dealer warranty is provided free of charge. Furthermore, the definitions, **Coverages** and exclusions stated in this **Contract** apply only to this **Contract** and are not the terms of the required dealer warranty. The **Contract** term shall be extended by any time period during which the used motor **Vehicle** is in the possession of the dealer or his or her duly authorized agent for the purpose of repairing the used motor **Vehicle** under the terms and obligations of the Service **Contract**.

#### SOUTH CAROLINA

Obligations of the provider under this Service **Contract** are guaranteed under a service contract reimbursement insurance policy issued by Technology Insurance Company, Inc. (the "insurance company"), 59 Maiden Lane, 43<sup>rd</sup> Floor, New York, NY 10038, (866) 505-4048. If **You** have any questions regarding this **Contract**, or a complaint against the Obligor, **You** may contact the South Carolina Department of Insurance at Capitol Center, 1201 Main Street, Suite 1000, Columbia, SC 29201, (803) 737-6180.

If **We** cancel this **Contract**, **We** shall mail a written notice to **You** at the last known address held by **Us** at least fifteen (15) days prior to cancellation, providing **You** with notice of cancellation date and the reason for cancellation. However, prior notice is not required if the reason for cancellation is non-payment of the monthly charge, a material misrepresentation by the Service **Contract** Holder to the provider, or a substantial breach of duties by the service **Contract** Holder relating to the **Vehicle** or its use. If **You** cancel this **Contract** within thirty (30) days of the **Contract** Purchase Date, a ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within forty-five (45) days after return of the Service **Contract** to the provider.

#### TEXAS

If **You** have any questions regarding the regulation of the Service **Contract** provider or a complaint against the Obligor, **You** may contact the Texas Department of Licensing & Regulation, 920 Colorado, PO Box 12157, Austin, TX 78711, (800) 803-9202.

Our obligations under this Service **Contract** are guaranteed under a reimbursement insurance policy. If **We** fail to pay or provide service on a claim within sixty (60) days after proof of loss has been filed with **Us**, or if **We** fail to pay a cancellation refund owed to **You** within forty-five (45) days, **You** are entitled to make a claim directly against the reimbursement insurance policy by contacting Technology Insurance Company, Inc. (the "insurance company"), 59 Maiden Lane, 43<sup>rd</sup> Floor, New York, NY 10038, (866) 505-4048.

If this **Contract** is cancelled within the first thirty (30) days, **We** will refund the entire **monthly payment**, less claims paid. If this **Contract** is cancelled after the first thirty (30) days, **We** will refund an amount of the **Contract** charge according to the pro-rata method reflecting the greater of the days in force or the miles driven based on the term/miles selected and the date **Coverage** begins, less a Fifty Dollar (\$50.00) administrative fee. In the event of cancellation, the lienholder (if any) will be named on a cancellation refund check as their interest may appear.

If **We** cancel this **Contract**, **We** shall mail a written notice to **You** at the last known address held by **Us** before the fifth (5<sup>th</sup>) day preceding the **Effective Date** of cancellation. The notice will state the **Effective Date** and the reason for the cancellation. However, prior notice is not required if the reason for cancellation is non-payment of the provider fee, fraud, or a material misrepresentation by the Service **Contract** Holder to the provider, or a substantial breach of duties by the Service **Contract** holder relating to the **Vehicle** or its use. If **We** cancel this **Contract**, no cancellation fee shall apply. **You** may apply for reimbursement directly to the insurer if a refund or credit is not paid before the 46<sup>th</sup> day after the date on which the Service **Contract** is cancelled.

If a Service **Contract** is cancelled and the provider does not pay the refund or credit the Service **Contract** Holder's account before the 46<sup>th</sup> day after the date of the return of the Service **Contract** to the provider, the provider is liable to the **Contract** Holder for a penalty in an amount not to exceed ten percent (10%) of the amount outstanding per month.

#### UTAH

This Service **Contract** or warranty is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department.

Purchase of this product is optional and is not required in order to finance, lease, or purchase a motor vehicle.

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

**You** may file a claim directly with the Insurance Company.

Our obligations under this **Contract** are insured under a service contract reimbursement insurance policy. Should **We** fail to pay any claim or provide service on any claim within sixty (60) days after proof of loss has been filed, **You** may file a claim directly with the Insurance Company, Technology Insurance Company, Inc., (the "insurance company"), at (866) 505-4048, or 59 Maiden Lane, 43<sup>rd</sup> Floor New York, NY 10038.

CANCELLATION, Item b. is deleted in its entirety and replaced as follows:

**We** may cancel this **Contract** for the following reasons by sending to **You** notice of cancellation and the reason for cancellation, via first EB PLUS 092024



class mail, to **Your** last known address:

1. **We** may cancel this **Contract** for non-payment of the **Contract** charge. Such cancellation will be effective ten (10) days after mailing of notice.
2. **We** may cancel this **Contract** for misrepresentation of a claim. Such cancellation will be effective thirty (30) days after mailing of notice. The Arbitration Provision section of this **Contract** is stricken in its entirety.

-- Drivers.

Payment for this **Contract** will be received on a monthly basis.

#### VIRGINIA

Obligations of the provider under this Service **Contract** are guaranteed under a service contract reimbursement insurance policy issued by Technology Insurance Company, Inc. (the "insurance company"), 59 Maiden Lane, 43<sup>rd</sup> Floor, New York, NY 10038, (866) 505-4048. If any promise made in the **Contract** has been denied or has not been honored within sixty (60) days after **Your** request, **You** may contact the Virginia Department of Agriculture and Consumer services, Office of Charitable and Regulatory Programs at <https://www.vdacs.virginia.gov/food-extended-service-contract-providers.shtml> to file a complaint.

#### VERMONT

Obligations of the provider under this Service **Contract** are guaranteed under a service contract reimbursement insurance policy issued by Technology Insurance Company, Inc. (the "insurance company"), 59 Maiden Lane, 43<sup>rd</sup> Floor, New York, NY 10038, (866) 505-4048. The Arbitration Provision section of this **Contract** is stricken in its entirety.

#### WASHINGTON

This **Vehicle** Service **Contract** is not valid for sale in the State of Washington.

#### WEST VIRGINIA

If both parties agree to arbitrate, each party will select an arbitrator. The two arbitrators will select a third arbitrator. If they cannot agree upon the selection of a third arbitrator within thirty (30) days, both parties must request that selection of a third arbitrator be made by a judge of a court having jurisdiction. Local rules of law as to procedure and evidence will apply. Payment of the arbitrator's fee shall be made by **Us** if Coverage is found to exist. If Coverage is not found, each party will: (a) pay its chosen arbitrator; and (b) bear the other expenses of the third arbitrator equally.

#### WISCONSIN

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

Our obligations under this Service **Contract** are guaranteed under a reimbursement insurance policy. If **We** fail to pay or provide service on a claim within sixty (60) days after proof of loss has been filed with **Us**, or if **We** become insolvent or otherwise financially impaired, **You** are entitled to make a claim directly against the reimbursement insurance policy by contacting Technology Insurance Company, Inc. (the "insurance company"), 59 Maiden Lane, 43<sup>rd</sup> Floor, New York, NY 10038, (866) 505-4048. A claim against a reimbursement insurance policy shall also include a claim for return of any refund due **You**.

Any claim for repairs that have not been **Registered** prior to having repairs made may jeopardize **Coverage** under this **Contract**, except as provided under Emergency Repairs.

**TRANSFER OF THIS CONTRACT TO ANOTHER PARTY** – **Your Contract** is not transferable

**CANCELLATION OF YOUR CONTRACT SECTION** – Items b. and d. are deleted and replaced with the following:

- We** may only cancel this **Contract** for material misrepresentation by **You**, non-payment by **You** or a substantial breach of duties by **You** relating to the covered **Vehicle** or its use. If **We** cancel this **Contract**, **We** shall mail a written notice to **You** at **Your** last known address at least five (5) days prior to cancellation. The notice shall state the **Effective Date** of the cancellation and the reason for the cancellation. If **We** cancel this **Contract** for reason other than non-payment, **We** shall refund **You** one hundred percent (100%) of the unearned pro rata **Contract** charge.
- You** may cancel/reject and return the warranty **Contract** within twenty (20) calendar days of the date the **Contract** was mailed to **You** or within ten (10) days of delivery of the warranty **Contract** to **You** at the time of sale and receive a full refund. If this **Contract** is cancelled after twenty (20) calendar days of delivery of the warranty **Contract**, **We** will refund an amount of the **Contract** charge according to the pro-rata method reflecting the greater of the days in force or the miles driven based on the term/miles selected and the date **Coverage** begins, less an administrative fee equal to ten percent (10%) of the provider fee. In the event of cancellation, the lienholder (if any), will be named on a cancellation refund check as their interest may appear. If **You** cancel this **Contract** within thirty (30) days of the **Sale Date**, a ten percent (10%) penalty per month shall be added to a refund not paid or credited within forty-five (45) days after return of the **Contract** to the **Administrator**.
- In the event of a total loss of property covered by this **Contract** that is not covered by a replacement of the property pursuant to the terms of the **Contract**, a service contract holder shall be entitled to cancel this **Contract** and receive a pro rata refund of any unearned provider fee, less any claims paid.
- Our obligations under this **Contract** are insured under a service **Contract** reimbursement insurance policy. Should **We** fail to pay any claim or fail to replace the Covered Product under this **Contract** within forty-five (45) days after **You** provide proof of loss or, in the event **You** cancel this **Contract** and **We** fail to refund the unearned portion of the **Contract** Purchase Price or, if the Provider becomes insolvent or otherwise financially impaired, **You** are entitled to make a direct claim against the insurer, Technology Insurance Company, at 59 Maiden Lane, 43<sup>rd</sup> Floor, New York, NY 10038 – for reimbursement, payment or provision of this **Contract**.

The Obligor/Provider is Toco US, LLC, 7324 Southwest Freeway, Suite 1900, Houston, TX 77074, (713) 777-7368. The Administrator is Toco Warranty Corporation, 7324 Southwest Freeway, Suite 1900, Houston, TX 77074, (855) 298-8626.

The Arbitration Provision section of this **Contract** is stricken in its entirety.

#### WYOMING

Obligations of the provider under this Service **Contract** are guaranteed under a service contract reimbursement insurance policy issued by Technology Insurance Company, Inc. (the "insurance company"), 59 Maiden Lane, 43<sup>rd</sup> Floor, New York, NY 10038, (866) 505-4048.

EB PLUS 092024

If the provider fails to pay or to provide service on a claim within sixty (60) days after proof of loss has been filed, **You** are entitled to make a claim directly against the reimbursement insurance company.

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 in the records of the provider at least ten (10) days prior to cancellation by the provider. Prior notice is not required if the reason for cancellation is non-payment of the provider fee, a material misrepresentation by the Service **Contract** Holder to the provider or a substantial breach of duties by the Service **Contract** Holder relating to the **Vehicle** or its use. The notice shall state the **Effective Date** of the cancellation and the reason for cancellation. If **You** cancel this **Contract** within thirty (30) days of the **Sale Date** a ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within forty-five (45) days after return of the **Contract** to the provider. In the event the lienholder is named on a cancellation, both the **Contract** Holder and the lienholder will be shown jointly on the cancellation refund check.

The Arbitration Provision section of this **Contract** is replaced with the following: At the time of any dispute the parties may voluntarily agree to submit their matters of difference to arbitration in a separate written agreement. Any arbitration proceedings shall be conducted within the State of Wyoming.