

## IMPORTANT INFORMATION YOU NEED TO KNOW

CUSTOMER SUPPORT NUMBER – Please see the box labeled **YOUR Contract** Number on the Registration Page. This is **YOUR CUSTOMER SUPPORT NUMBER**. Please refer to this number in any written or verbal communication, such as requesting information or filing a claim.

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

This **Vehicle Service Contract** along with the Registration Page make up **YOUR entire Contract**. No other documents, unless provided directly to **YOU** from the **Administrator** are legal and binding. This **Contract** is not an insurance contract.

## THINGS TO DO NOW

Verify Information – The Registration Page must be attached to the front of this **Contract** to complete and validate this **Contract**.

Not every part of **YOUR Vehicle** is covered by this **Contract**. **YOUR Coverage** will change as **YOUR Vehicle** Mileage increases, as listed under the **Schedule of Coverages**. **YOUR Coverage Level** at time of **Breakdown** is based on the Odometer Mileage at the time of **Breakdown** found in the table below.

**Coverage Level at time of Breakdown:**

- a) If **YOUR Vehicle** Odometer is between 200,001 and 250,000 Miles, **YOUR Coverage** is Green
- b) If **YOUR Vehicle** Odometer is between 150,001 and 200,000 Miles, **YOUR Coverage** is Blue
- c) If **YOUR Vehicle** Odometer is between 100,001 and 150,000 Miles, **YOUR Coverage** is Yellow
- d) If **YOUR Vehicle** Odometer is under 100,000 Miles, **YOUR Coverage** is Orange

Check **YOUR Deductible** – Please check the box labeled **DEDUCTIBLE** on the Registration Page. The dollar amount in the box identifies the portion of the covered repair.

**YOU** will be required to pay the **Deductible** amount shown on the Registration Page if **YOU** have a claim. If no dollar amount is in the box, **YOUR Deductible** is One Hundred Dollars (\$100.00).

## THINGS YOU MUST DO THROUGHOUT THE TERM OF YOUR CONTRACT

Properly Maintain **YOUR Vehicle** and RETAIN THE RECEIPTS – This **Contract** is only valid if **YOUR Vehicle** has been maintained in accordance with the manufacturer's specifications. Please retain copies of all receipts (oil changes, lubrication, etc.), as proof of maintenance will be required when **YOU** file a claim. SEE SECTION: "PROVISIONS OF THIS **VEHICLE SERVICE CONTRACT**" FOR SPECIFIC MAINTENANCE REQUIREMENTS.

OBTAIN APPROVAL PRIOR TO HAVING WORK PERFORMED THAT MAY BE COVERED BY THIS **CONTRACT**. If **YOU** believe the failure may be covered by this **Contract**, call the **Administrator** personally, or instruct the repair facility performing the work to call and **Register** the claim BEFORE THE WORK IS PERFORMED. SEE SECTION: "HOW TO FILE A CLAIM".

## DEFINITIONS

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

**Administrator** – Means the **Administrator** as shown 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 **Contract**, 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 (excluding Snow Removal), Job-Site Activities, Service or Repair Work and Delivery of Goods must not exceed manufacturer's ratings and/or limitations. **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 **Contract**.

**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 **Contract**.

**Contract** – Means this **Vehicle Service Contract** which **YOU** have purchased from **Us** to protect **YOUR Vehicle**.

**Contract Activation Date** – Means the day upon the enrollment into the **Contract**.

**Contract Activation Mileage** – Means the mileage upon the enrollment into the **Contract**.

**Coverage** – Means the protection level **YOU** have purchased based on **YOUR Vehicle's** current Odometer reading which corresponds with the **Coverage** as listed under the **Schedule of Coverages** section.

**Declaration Page or Registration Page** – Means the page of this **Contract** that specifies the purchaser information, the **Vehicle** information, the plan information, and other key information specific to **YOUR Contract**.

**Deductible** – Means the amount **YOU** are required to pay on covered **Breakdowns**, as shown on the **Registration Page**, for covered **Breakdowns**. Once a part is repaired or replaced under the terms of this **Contract**, there will be no **Deductible** for future repairs to that part.

**Effective Date** – Means the first day following the customers completion of the **Waiting Period**, as listed on the **Registration Page**. **Effective Date** of the Renewal shall be the day immediately after the expiration of the previous month's contract.

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

**Expiration of Contract** – This **Contract** will expire when **YOUR Vehicle** Mileage reaches the Full-Term Mileage shown on the Registration Page. When **Your Contract** Expires, **You** may be eligible to purchase a new contract by calling the Administrator.

**Past Due** - Means that a monthly payment has not been made prior to its due date.

**Pre-existing** – Means a condition that within all reasonable mechanical probability relates to the mechanical fitness of **YOUR Vehicle** prior to **Contract** 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).

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

**Renewal Term** – Means each succeeding month for which the payment has been received after the **Waiting Period/Waiting Mileage** condition has been fulfilled.

**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.

**Sales Date** – Means the date **YOU** purchased this **Contract**.

**Schedule of Coverages** – Lists the **Coverages** provided to **YOU** for **YOUR Vehicle** under this **Contract**.

**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 fail 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.

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

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

**Vehicle Service Contract** – Means this **Contract** which **YOU** have purchased from **Us** to protect **YOUR Vehicle**.

**Waiting Period/Waiting Mileage** – Means the time and mileage **YOU** must complete prior to **YOUR Coverage** goes into effect. **YOU** will not receive **Coverage** benefits until the **Waiting Period** and **Waiting Mileage** have expired. The **Waiting Period** and **Waiting Mileage** are listed on the **Registration Page**.

**We, Us, Our** – Means the party obligated to perform under this **Contract**. The Obligor/Provider is Toco US LLC, 7324 Southwest Freeway, Suite 1900, Houston, TX 77074, (713) 777-7368. **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 **Contract** Holder shown on **Registration Page** or the person to whom this **Contract** was properly transferred.

## PROVISIONS OF THIS VEHICLE SERVICE CONTRACT

This **CONTRACT** is between US and **YOU** and is subject to all the Terms and Conditions contained herein.

### 1. CONTRACT PERIOD

- a) **Renewable Term** – **YOUR Contract** will automatically Renew each month until cancelled by **YOU** or by **Us** or when the Limits of Liability have been reached.
- b) **Waiting Period/ Waiting Mileage** – There is a **Waiting Period/ Waiting Mileage** as shown on the Registration Page before **YOUR Contract Coverage** begins. The **Effective Date** shown on the **Registration Page** is the date **YOUR Coverage** begins.
- c) **We** reserve the right to not renew **YOUR Contract**. **Renewal Terms** are based upon on the same day of the month as the **Contract Effective Date**. This becomes **YOUR** renewal date. If payment is not made within fifteen (15) days of the renewal date, **YOUR Contract** 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.
- d) **We** may cancel **YOUR Contract** If the **Vehicle** is found to be an **Unqualified Vehicle**, this may be effective immediately.
- e) **YOU** may cancel **YOUR Contract** at any time with written notice to the **Administrator**.
- f) This **Contract** will expire when **YOUR Vehicle** Mileage reaches the Full-Term Mileage shown on the Registration Page.

### 2. 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 DISCRETION OF THE ADMINISTRATOR.**

### 3. DEDUCTIBLE

In the event of a **Breakdown** covered by this **Contract**, **YOU** may be required to pay a **Deductible**. No **Deductible** payment is required with respect to Rental **Coverage**, if provided by this **Contract**. **YOU** have a Per Visit **Deductible**, as shown on the **Registration Page** that will be applied on a Per **Repair** Visit basis. If a **Deductible** is not marked on the **Registration Page**, **YOUR Deductible** amount is one hundred dollars (\$100). Should a covered **Breakdown** take more than one visit to repair, only one **Deductible** will apply for that **Breakdown**. **Deductible** may be reduced for repairs made at a **Preferred Repair Facility**. **YOU** may contact the **Administrator** for help in locating a **Preferred Repair Facility** (not available in all areas).

### 4. TERRITORY

This **Contract** applies only to **Breakdowns** that occur and repairs made within the United States of America and Canada.

### 5. LIMITS OF LIABILITY

- a) Per Repair Visit – **Our** liability for any one (1) Repair Visit shall in not event exceed the trade-in value of **YOUR Vehicle** at the time of said Repair Visit, as listed in the NADA Used Car Guide.
- b) Aggregate – The total of all claims and benefits paid or payable while this **Contract** is in force shall not exceed fifteen thousand dollars (\$15,000) in total claim cost.
- c) **YOUR Contract** must be paid current and in good standing for any claim to be eligible; all breakdowns must have occurred during the contract period to be reimbursed.

### 6. MAINTENANCE REQUIREMENTS

- a) **YOU** must have **YOUR Vehicle** checked and serviced in accordance with the manufacturer's recommendations, as outlined in the

Owner's Manual. NOTE: **YOUR** Owner's Manual lists different servicing recommendations based on **YOUR** individual driving habits and climate conditions. **YOU** are required to follow the maintenance schedule that applies to **YOUR** driving habits and climate conditions. Failure to follow the manufacturer's recommendations that apply to **YOUR** driving habits and driving conditions may result in the denial of **Coverage**.

- b) It is required that verifiable receipts showing the maintenance(s) performed, date and mileage when services were performed be available for the service work performed on **YOUR Vehicle**. If **YOU** perform **YOUR** own service, **YOU** must retain verifiable receipts proving purchases of all required parts and materials necessary to perform the required maintenance; confirming the date and mileage for the services performed. Maintenance and/or service work receipts will be requested should the **Administrator** determine them to be relevant to the repair(s).

## 7. TRANSFER OF YOUR VEHICLE SERVICE CONTRACT

**YOUR Contract** is not transferable

## 8. OUR RIGHT TO RECOVER PAYMENT

In the event **We** have assisted **YOU** with payment of a claim which should have been covered by a manufacturer's warranty, parts warranty, recall, etc. **YOU** agree to provide reasonable assistance to help **Us** recover these funds. **YOUR** rights shall become **Our** rights and **We** shall recover only the excess after **YOU** are fully compensated for **YOUR** loss.

## 9. FINANCIAL AGREEMENTS

If this **Contract** was purchased on an initial plan or a renewal plan the **YOU** 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 delayed/denied claims and/or cancellation of this **Contract** and no refund will be due, and no claims will be approved.

### CANCELLATION OF YOUR CONTRACT

- A. **YOU** may cancel this **Contract** at any time, including when a loss of the **Vehicle** occurs or when **YOU** sell **YOUR Vehicle**. To cancel, **YOU** must submit a written request to **US**. If **YOU** cancel this **Contract**, it will not be reinstated. An odometer or notarized statement indicating the odometer reading on the date of the request will be required. This **Contract** can only be cancelled by the **Contract** Holder(s) listed on the **Registration page**.
- B. This **Contract** is optionally renewable on a monthly basis by **Us** or **YOU**. The **Effective Date** of the renewal shall be the day immediately after the expiration of the previous month's contract. **We** reserve the right to not renew **YOUR Contract** or change the terms and conditions of the **Contract** or payment amount. In such case **We** will give **YOU** a thirty (30) day written notice outlining our intent not to renew or amend the terms and conditions, or payment structure. If payment is not made within the allowed **Past Due** Period, **YOUR Contract** may not be renewed. **We** may cancel this **Contract** immediately for non-payment of the **Contract** charge, or fraud, or a material misrepresentation by **YOU** to **Us**, or a substantial breach of duties by **YOU** relating to the **Vehicle** or its use. **We** may cancel this **Contract** immediately if **YOUR Vehicle** is found to be modified in a manner not recommended by the manufacturer, or **YOUR Vehicle** is found to be used as a **Commercial Vehicle** and the applicable surcharge has not been marked on the **Registration Page** and payment has not been received for this surcharge. **We** may cancel this **Contract** immediately if **YOUR Vehicle** is found to be "True Mileage Unknown" (TMU). TMU is defined as any of the following:
- the inability to determine **YOUR Vehicle's** actual mileage at the time of a claim for repair.
  - the inability to determine **YOUR Vehicle's** actual mileage at the time of purchase of this **Contract**.
  - the **Vehicle's** title has been branded as TMU by a state regulatory agency or department.
- C. The Seller shown on **Registration Page** may cancel this **Contract** for non-payment (except in the states of Utah and Wyoming).
- If this **Contract** is cancelled within the first thirty (30) days following the **Sales Date** (as referenced on the **Registration Page**) and no claims have been filed, **We** will refund the entire **Contract** charge paid. If this **Contract** is cancelled after: i) the first thirty (30) days following the **Sales Date** (as referenced on the **Registration Page**), ii) in the **Renewal Term**, or iii) a claim has been filed, **We** will refund an amount of the **Contract** charge according to the pro-rata method reflecting the days in force based on the monthly term and the date **Coverage** begins, less a one hundred dollar (\$100) administrative fee. Where permitted, the total amount of all authorized claims will be deducted from all refunds.

### HOW TO FILE A CLAIM

IF THE **VEHICLE** INCURS AN ELIGIBLE **BREAKDOWN**, after the **Waiting Period/Waiting Mileage** and while the **Contract** is in effect **YOU** SHOULD TAKE THE FOLLOWING STEPS:

- Prevent Further Damage – Take immediate action to prevent further damage. This **Contract** will not cover the damage caused by not securing a repair within a reasonable amount of time when a **Breakdown** has occurred. The operator is responsible for observing **Vehicle** warning lights and gauges and taking appropriate action immediately. Failure to do so, may result in the denial of **Coverage**.
- Get the **Vehicle** to a Licensed **Repair Facility** – If the **Vehicle** breaks down take the **Vehicle** to any licensed **Repair Facility** (the **Administrator** can assist in locating a **Repair Facility**).
- Provide **Repair Facility** with a copy of this **Contract** and/or the **Contract** Number.
- IMPORTANT: Evaluating the cause of the failure does not mean that the failure is covered under this **Contract**. All covered repairs must be **Registered** with the **Administrator**. **DO NOT AUTHORIZE TEARDOWN UNTIL YOU SPEAK WITH THE ADMINISTRATOR**.
- Register** repairs with the **Administrator** – Ask the Service Manager to call the **Administrator's** Support Representative at **855-298-8626** to **Register** the claim. If the Service Manager is unable to call, **YOU** must call prior to any repairs being performed. Prior to any repair being made, **YOU** or the repair facility must contact the **Administrator** to Register the claim. Any claim for repairs that have not been **Registered** will not be covered except as provided under Emergency Repairs. The amount **Registered** with the **Administrator** is the maximum amount that will be paid for repairs covered under the terms of the **Contract**. Any additional amount must be **Registered** for approval with the **Administrator**, prior to submitting the claim for payment. NOTE: Any major component failure that has a verifiable complaint, i.e., slipping transmission, knocking engine, etc., must be called in prior to any Teardown.

6. Authorization for teardown and/or inspection – In some cases, **YOU** may need to authorize the repair facility to teardown **YOUR Vehicle** in order to determine the cause and cost of the repair. **DO NOT AUTHORIZE TEARDOWN UNTIL YOU SPEAK TO US FIRST**. **YOU** will be responsible for these charges if the failure is not covered under this **Contract**. **We** reserve the right to require an inspection of **YOUR Vehicle** prior to any repair being made. Instruct the **Repair Facility** to save all components including fluids and filters, in the event the **Administrator** requires an inspection.
- IMPORTANT:** The cost of the teardown will not be paid if the failure of the component disassembled is not covered under this **Contract**.

**SERVICE MANAGER'S GUIDE TO FILING A CLAIM:**

1. Customer's Complaint, Cause, Cure and Cost – Assess the problem(s), cause, cure of the failure and cost of the repairs.
2. Register the repair with the **Administrator** – The **Repair Facility** must call the **Administrator's** Support Representative at 855-298-8626 to Register the claim. The following items are necessary when placing the call:
  - a) **Contract** number or last 8 digits of the **Vehicle** Identification Number
  - b) Date of the Repair Order
  - c) Mileage on **Vehicle** at time of repair
  - d) Repair Order Number
  - e) Once the claim has been initiated, the following information is needed:
    - i. Owner Complaint
    - ii. Cause of failure and Cure
    - iii. Cost of the Repair
    - iv. Factory Part Number(s) required for the repair
    - v. Labor Hours to Perform the Repair

**The Support Representative will verify Coverage and:**

3. Register Claim – 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. Any additional amounts must be **Registered** for approval with the **Administrator**, prior to submitting the claim for payment. At the time the claim is **Registered**, **We** will adjust the labor hours according to a nationally recognized labor time guide. **We** accept nationally published labor guides (including factory labor guides) at industry standard times, including, Mitchell, Motor, Chilton, All-Data and Mitchell OnDemand.
 

OR
4. Request Additional Evaluation – Request further evaluation, teardown, or outside inspection.
5. Inspection – The **Administrator** reserves the right to require an inspection of the **Vehicle** prior to any repair being accomplished. Diagnostic procedures not associated and/or not required with the teardown are not covered.
6. Teardown – If a teardown is necessary in order to determine the cause of failure, the **Contract** Holder must approve the teardown. If the component disassembled is not covered, then the **Contract** Holder must pay for the teardown.
7. Listed below is the Inspection teardown Policy:
8. Save all components, including fluids and filters, that need to be inspected. **We** may require covered components to be retained for **Our** disposal.
9. The Support Representative will arrange for inspection.
10. If not visited within 48 hours, call the Support Representative.
 

OR
11. Deny Claim – Deny the request.
12. Review **Coverage** – After the **Administrator** has been contacted, the Service Manager and **Contract** Holder should review what will be covered by this **Contract** and what portions of the repairs, if any, will not be covered.
  - a) **Contract** Holder's Approval for Repairs – **Contract** Holder's approval is required to complete the repairs. All Repair Orders must have **Contract**.
13. Holder's signature.
  - a) Pay Any Applicable **Deductible** – We will reimburse the repair facility or the **Contract** Holder for the cost of the work performed on the **Vehicle** that is covered by this **Contract** and previously authorized, less the **Deductible** (if any). Once authorization is obtained, and the repair is completed, all Repair Orders and documentation must be submitted to the **Administrator** within sixty (60) days (90 days in Florida; 365 days in Wisconsin; as soon as reasonably possible in Utah), to be eligible for payment.
  - b) Emergency Repairs – Should an emergency occur which requires a **Breakdown** repair be made at a time when the **Administrator's** office cannot be contacted, the **Contract** Holder may need to pay the repair bill in full and call the **Administrator's** office within five (5) business days from the date of repair (365 days in Wisconsin; as soon as reasonably possible in Utah), to determine if such repair is be covered by this **Contract**. If covered, the **Contract** Holder will be reimbursed for the **Registered** amount of the repair, less the **Deductible** (if any), subject to the Terms and Conditions contained herein. If there are any questions regarding claim procedures or **Coverages**, please call the **Administrator** at the number below and ask for a Customer Support Representative.
14. **Only approved, licensed automotive repair facilities may perform repairs under YOUR Contract. We may, at our discretion, disqualify a repair facility as a service provide under YOUR Contract.**

**Administrator**  
 Toco Warranty Corporation  
 8501 Fallbrook Ave., Ste 225  
 West Hills, CA 91304  
 Customer Service / Claims / Roadside: (855) 298-8626  
 Email: [Claims@tocowarranty.com](mailto:Claims@tocowarranty.com)  
 Fax: (747) 207-9776

## SCHEDULE OF COVERAGE

### GREEN COVERAGE (Components 1-8 are covered)

Odometer reading between 200,001- 250,000 miles at the time of the claim

1. **ENGINE:** All internal components of the engine that require lubrication for operation, including pistons, piston rings, wrist pins crankshaft and main bearings, connecting rods and rod bearings, camshaft and camshaft bearings, timing chain and timing gears, intake and exhaust valves, valve springs, push rods, rocker arms, hydraulic lifters, rocker arm shafts, oil pump, harmonic balancer. The engine block, cylinder heads, oil pan and timing chain cover are covered only if damaged by the failure of an internally lubricated engine component.
2. **TRANSMISSION:** All internal components of the transmission that require lubrication for operation, including oil pump, drums, planetaries, sun gear and shell, shaft(s), bearings, shift rail, forks, and synchronizers. Torque converter, vacuum modulator, accumulator, electronic shift control unit. Transmission case and pan are covered only if damaged by the failure of an internally lubricated transmission component.
3. **DRIVE AXLE (FRONT AND REAR):** All internally lubricated components contained within the drive axle housing. Locking hubs, drive shafts, center support bearings, universal joints, CV joints (except when damaged as a result of a torn or missing CV boot). Drive axle housing and differential cover are covered only if damaged by the failure of an internally lubricated drive axle component.
4. **4X4 TRANSFER CASE (if applicable):** All internal components of the transfer case that require lubrication for operation.
5. **TURBO/SUPERCHARGER (if applicable):** All internally lubricated parts of the turbocharger or supercharger, including waste gate, vanes, shafts, and bearings. Only OEM equipment qualifies for Coverage.
6. **HYBRID VEHICLE OPTION (if applicable):** Electric motor, power controller, inverter assembly, generator(s), electronic air conditioning compressor, electronic power steering pump, Actuator Assembly Shift Control; Hybrid Vehicle Generator Assembly; Hybrid Vehicle Motor Assembly; Hybrid Vehicle Transaxle Assembly' Transmission Input Damper Assembly and regenerative braking system.
7. **SEALS & GASKETS:** Seals & gaskets are covered only if required in conjunction with a covered repair. Leaking seals or gaskets are not covered.
8. **TAXES AND FLUIDS:** State and local taxes where applicable and fluids to complete a covered repair.

### BLUE COVERAGE

(Includes Component Groups 1-8 Listed in the Green Level, PLUS Component Groups 9-12)

Odometer reading between 150,001 and 200,000 miles at the time of the claim

9. **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.
10. **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.
11. **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.
12. **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.

### YELLOW COVERAGE

(Includes Component Groups 1-12 Listed in the Green and Blue Levels, PLUS Component Groups 13-18)

Odometer reading between 100,001 and 150,000 miles at the time of the claim

13. **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.
14. **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.

15. **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.
16. **ELECTRONIC HIGH TECH:** Suspension level control compressor; height sensor and limiter valve; pneumatic suspension pump, sensors and valves; spark control detonation sensors, anti-detonation sensors; ignition module; knock sensor; **Vehicle** manufacturer installed combination entry system. Seals and gaskets are only covered when required in connection with the replacement of a covered part.
17. **TECHNOLOGY PACKAGE** (original factory installed): AM/FM radio/cassette/CD players (not to exceed \$3000 repair/replacement cost), graphic equalizer, audio/video equipment, all touch screen and/or voice activated accessories including related display screens and heads up displays on windshields, electronic transmitting/receiving devices, global positioning systems, voice recognition systems.
18. **MODERN FEATURES PACKAGE** (original factory installed): Adaptive Lighting, Ambient Lighting, Auto Dimmers, Autonomous Cruise Control Systems, Blind Spot Monitors, Bluetooth Systems, Collision Avoidance Systems, Driver Information Center, Driver Recognition Systems, Entertainment Technology, Eye Detection Systems, Hands Free Systems, Heads Up Display Systems, Humidity Sensors, Infrared Systems, Lane Departure Systems, Multimedia Interface Systems, Proximity Sensors, Rear Monitoring Cameras, Rest Recommendation Systems, Self-Parking Systems, SOS Systems (such as OnStar® ), Tire Pressure Monitoring System, Touch Screen Technology, Vibration Sensors, Voice Recognition/ Command Systems trunk liftgate sensors.

#### ORANGE COVERAGE

**Odometer reading must be under 100,000 miles at the time of the claim**

**We** will pay or reimburse **YOU** for reasonable cost to repair or replace any **Breakdown** of all parts except for:

- a. Items listed in the Exclusions Section of this **Contract**.
- b. Parts covered under Manufacturer's Warranty, Recall, or other policies; and
- c. Components listed under the "**SURCHARGED COVERAGE**" section of this agreement (unless listed on the DECLARATION PAGE of this agreement).

#### SURCHARGED COVERAGE

The following Coverage Groups require a **surcharge** and are only available to **YOU** if the surcharged Coverage Group shows on **YOUR Registration Page**:

**COMMERCIAL USE:** If **Registration Page** shows that **YOU** purchased the **Commercial Use** option, see **Commercial Use** Definition for specific usage. This surcharge is mandatory as it applies.

**RIDESHARE VEHICLES:** If the **Registration Page** shows **YOU** have purchased the **Rideshare Surcharge** option, see **Rideshare Definition** for specific requirements. This surcharge is mandatory as it applies.

**MOBILITY VAN PACKAGE:** If **Registration Page** shows that **YOU** purchased the **Mobility Van Package** option, **YOU** have **Coverage** in accordance with the following applicable terms of this **Contract**. This surcharge is mandatory as it applies. (Mobility Components must be installed by a licensed Mobility Van Converter):

**Door Opening and Closing System:** Motor/clutch assembly; side door lower track liner; door cables; rear hinge; door hatch; solenoid; door lock contacts; electric clutch assembly; optic sensor; pulleys; seat base pretensioner switch; door operator control arm.

**Electrical System:** Power wheelchair tiedown; power seat base; limit switches; control module; delay switch relays; circuit breakers; wiring harness; remote transmitter/receiver (excluding batteries).

**Kneel System:** Dust boot for chain; actuator; torsion spring; actuator chain; limit switches.

**Ramp System:** Optic sensor; ramp motor; timing belt; mag switch; drive screws; ramp release cable assembly; limit switch; releasing 1/2 nut assembly; gate latch release assembly; large 1/2 gear; motor/clutch assembly; ramp bearing; ramp cable assembly; lift arm; ramp hinge.

**Lift System:** Limit switches; hydraulic pump; hydraulic pressure hoses and seals; motor and clutch assembly; solenoid.

**Additional Suspension Coverage:** Pannard bar; track bar; suspension bumpers; leaf springs; leaf spring shackles & hardware; load assist shocks; load assist springs; coil springs.

#### BENEFITS

**RENTAL:** In the event of a **Breakdown** covered by this **Contract**, **We** will pay or 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. Coverage will be provided to **YOU** on the following basis, up to a maximum of forty dollars (\$40) for every four (4) hours, or portion thereof, of applicable labor time and/or time required to receive parts required to complete the repair, up to a maximum of two hundred (\$200) for each repair visit. No Deductible applies to this benefit.

**TRIP INTERRUPTION:** In the event a **Breakdown** covered by this **Contract** occurs more than one hundred (100) miles from **YOUR** home and results in a repair facility keeping **YOUR Vehicle** overnight, **We** will reimburse **YOU** for receipted hotel and restaurant expenses, up to one hundred dollars (\$100) per day for a maximum of three (3) days (total benefit per occurrence of \$300). No **Deductible** applies to this benefit.

#### 24-HOUR ROADSIDE ASSISTANCE SERVICES, CALL (855) 298-8626

In the event **YOUR Vehicle** is disabled, **We** will dispatch a service **Vehicle** to **YOUR** location to assist **YOU**. In the event **YOUR Vehicle** is unable to continue under its own power or continued operation of **YOUR Vehicle** may cause additional damage, **YOUR Vehicle** may be towed to a location of **YOUR** choosing. **YOU** will receive fifteen (15) miles of towing at no cost, any additional mileage will be **YOUR** responsibility and payment will be expected at the time service is rendered. One service is available per 72-hour period.



Services Available to **YOU** at no cost are:

- Tow up to fifteen (15) miles
- Battery Jump Start
- Flat Tire change
- Fuel Delivery (**YOU** are responsible for the actual cost of delivered materials)
- Locksmith

### Reimbursement

In the event **YOUR Vehicle** is disabled, and **YOU Contracted** for any of the above covered services on **YOUR** own, **YOU** will be able to submit **YOUR** original receipted road service expenses for reimbursement consideration. Send copies of **YOUR Contract Registration Page** and **YOUR Road Service Receipt** to the **Administration** shown on the **Registration Page**.

Maximum Reimbursable Costs

- Towing – One Hundred Dollars (\$100.00)
- All other services listed – Fifty Dollars (\$50.00)

### EXCLUSIONS

**This Vehicle Service Contract Provides No Coverage or Benefits:**

- A. For any part not specifically listed in the Schedule of Coverages, or for any of the following parts: carburetor, battery and battery cable/harness, standard transmission clutch assembly, friction clutch disc and pressure plate, distributor cap and rotor, safety restraint systems (including air bags), glass, lenses, sealed beams, light bulbs, fuses, circuit breakers, key fobs, cellular phones, TV/VCR/DVD players, game centers, speakers, AM/FM radio/cassette/CD players exceeding \$3000 repair or replacement costs, remote control consoles, radar detection devices, brake rotors and drums, shocks, struts, all exhaust components, and the following emission components: EGR purge valve/solenoids/sensors, vacuum canister, vapor return canister, vapor return lines/valves, air pump/lines/valves, catalytic converter/filtering/sensors, emission vapor sensors, gas cap/filler neck, weather strips, trim, moldings, bright metal, chrome, upholstery and carpet, paint, outside ornamentation, bumpers, body sheet metal and panels, frame and structural body parts, vinyl and convertible tops, any convertible top assemblies, hardware or linkages, tires, wheels/rims. External nuts, bolts and fasteners are not covered unless specifically listed in the Schedule of Coverages (except where required in conjunction with a covered repair).**
- B. For maintenance services and parts described in YOUR Vehicle's owner's manual as supplied by the manufacturer and other normal maintenance services and parts which include, but are not limited to: 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.**
- C. 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.**
- 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 this Vehicle Service Contract purchase. 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, 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.**
- E. For any repair or replacement of any covered part if a Breakdown has not occurred or if the wear on that part has not exceeded the field tolerances allowed by the manufacturer. Any part that a repair facility or manufacturer recommends or requires that it be replaced or repaired, or is an update, and is not a Breakdown, is YOUR responsibility and expense.**
- F. If any alterations have been made to YOUR Vehicle or YOU are using or have used YOUR Vehicle in a manner not recommended by the manufacturer, including but not limited to: the failure of any custom or add-on part, all frame or suspension modifications, lift kits, any tire that is not recommended by the original manufacturer if it creates an odometer/speedometer variance of greater than 4%, trailer hitches. 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 the odometer is inaccurate, has ever been inoperative, or has been altered such that the Vehicle's true mileage cannot be verified.**
- H. If YOUR odometer has ceased to operate and odometer repairs have not been made within a reasonable amount of time; the odometer has been altered in any way by YOU or known to YOU subsequent to purchase of this Vehicle Service Contract; or if Vehicle's true mileage cannot be determined.**
- I. If YOUR Vehicle has ever been a total loss, salvaged, rebuilt, is a grey market or similarly titled Vehicle.**
- J. 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 Vehicle described in this Contract, whether or not related to the parts covered. For loss of use, time, profit, inconvenience, or any other consequential loss (except as may otherwise be provided under the Schedule of Coverages), including any Consequential Damage to a non-covered part that result from a Breakdown.**
- K. 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, such as extended drivetrain, major component, full or certified Coverage warranties (regardless of the remaining manufacturer's warranty when YOU purchased this Contract), or a repairer's guarantee/warranty (regardless of the manufacturer's or repairer's ability to pay for such repairs). Further, Coverage under this Contract is similarly limited in the event of a Breakdown if the manufacturer has announced its responsibility through any**

means, including public recalls and factory service bulletins.

- L. If YOUR Vehicle is used for towing (unless YOUR Vehicle is equipped with factory installed or factory authorized tow package), or is used as a Commercial unit (unless appropriate surcharge is marked on Registration Page and only as defined under "Definitions", "Commercial Use"), or is used for rental, taxi, limousine or shuttle, snow removal, towing/wrecker service, dumping (dump beds), cherry pickers, lifting or hoisting, police or emergency service, principally off-road use, prearranged or organized racing or competitive driving.
- M. For any Pre-existing condition or 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.
- N. For Breakdowns that occur and/or repairs made outside of the United States of America and Canada.
- O. For diagnostic and/or teardown procedures that are not listed or are in excess of the times listed in the current year's national flat rate hourly guide in conjunction with a covered repair.
- P. 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.

#### ARBITRATION PROVISION

As used in this provision, "You" and "Your" means the person or persons named in this **Contract**, and all of his/her heirs, survivors, assigns and representatives. And, "We" and "Us" shall mean the Obligor identified on the **Registration Page** and shall be deemed to include all of its agents, affiliates, predecessors in interest, successors and assigns, and any retailer or distributor of its products, and all of the dealers, licensees and employees of any of the foregoing entities.

Please read this arbitration provision ("provision") carefully. It affects Your rights.

Most customer concerns can be quickly and satisfactorily resolved by calling Toco Warranty at 855-298-8626. **In the unlikely event that Your matter is not resolved or if We have been unable to resolve a dispute, We have with You 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. **Any arbitration under this Contract will take place on an individual basis; class arbitrations and class actions are not permitted. For any non-frivolous claim that does not exceed \$75,000, We will pay all costs of arbitration.** Moreover, in arbitration You are entitled to recover attorneys' fees to at least the same extent as You would in court. In addition, under certain circumstances (explained below), We will pay You more than the amount of the arbitrator's award and will pay Your attorney (if any) twice his/her reasonable attorneys' fees if the arbitrator awards You an amount that is greater than what We have offered You to settle the dispute.

#### ARBITRATION AGREEMENT

- 1) We and You agree to arbitrate **all 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 contract, tort, statute, fraud, misrepresentation, or any other legal theory;
    - claims that arose before this or any prior Contract (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 **Contract**.
- Notwithstanding the foregoing, either party may bring an individual action in small claims court. 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 Contract, You and We are each waiving the right to a trial by jury or to participate in a class action.** This **Contract** 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 **Contract**.
- 2) A party who intends to seek arbitration must first send to the other, by certified mail, a written notice of dispute ("Notice"). The Notice to Us should be addressed to: Legal Depart., Toco Warranty Corporation, 8501 Fallbrook Ave, West Hills, CA 91304 ("Notice Address"). The Notice must: (a) describe the nature and basis of the claim or dispute; and (b) set forth the specific relief sought ("Demand"). If We and You do not reach an agreement to resolve the claim within 30 days after Notice is received, You or We may commence an arbitration proceeding. During the arbitration, the amount of any settlement offer made by Us, or You shall not be disclosed to the arbitrator until after the arbitrator determines the amount, if any, to which You or We is entitled. You may contact us to obtain a form to initiate arbitration.
  - 3) After We receive notice at the Notice Address that You have commenced arbitration, We will promptly reimburse You for Your payment of the filing fee, unless Your claim is for greater than \$75,000. The arbitration will be governed by the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (collectively, "AAA Rules") of the American Arbitration Association ("AAA"), as modified by this **Contract**, and will be administered by the AAA. The AAA Rules are available online at [www.adr.org](http://www.adr.org), by



calling the AAA at (800) 778-7879, or by writing to the Notice Address. The arbitrator is bound by the terms of this **Contract**. All issues are for the arbitrator to decide, except that issues relating to the scope and enforceability of the provision are for the court to decide. Unless We and You agree otherwise, any arbitration hearings will take place in the county of Your billing address. If Your claim is for \$10,000 or less, We agree that You may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic hearing, or by an in-person hearing as established by the AAA Rules. If Your claim exceeds \$10,000, the right to a hearing will be determined by the AAA Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator shall issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award is based. Except as otherwise provided herein, We will pay all AAA filing, administration, and arbitrator fees for any arbitration initiated in accordance with the notice requirements above. If, however, the arbitrator finds that either the substance of Your claim or the relief sought in the Demand is frivolous or brought for an improper purpose (under the standards set forth in Federal Rule of Civil Procedure 11(b)), payment of all such fees will be governed by the AAA Rules. In such case, You agree to reimburse Us for all monies previously disbursed by Us that are otherwise Your obligation under the AAA Rules. In addition, if You initiate an arbitration in which you seek more than \$75,000 in damages, payment of these fees will be governed by the AAA rules.

- 4) If, after finding in Your favor in any respect on the merits of Your claim, the arbitrator issues You an award that is greater than the value of the last written settlement offer made by Us before an arbitrator was selected, We will:
- pay You the amount of the award or \$10,000 ("the alternative payment"), whichever is greater; and
  - pay Your attorney, if any, twice the amount of attorneys' fees, and reimburse any expenses (including expert witness fees and costs) that Your attorney reasonably accrues for investigating, preparing, and pursuing Your claim in arbitration ("the attorney premium").

If We did not make a written offer to settle the dispute before an arbitrator was selected, You and Your attorney will be entitled to receive the alternative payment and the attorney premium, respectively, if the arbitrator awards You any relief on the merits. The arbitrator may make rulings and resolve disputes as to the payment and reimbursement of fees, expenses, and the alternative payment and the attorney premium at any time during the proceeding and upon request from either party made within 14 days of the arbitrator's ruling on the merits.

- 5) The right to attorneys' fees and expenses discussed in paragraph (4) supplements any right to attorneys' fees and expenses You may have under applicable law. Thus, if You would be entitled to a larger amount under the applicable law, this provision does not preclude the arbitrator from awarding You that amount. However, You may not recover duplicative awards of attorneys' fees or costs. Although under some laws We may have a right to an award of attorneys' fees and expenses if it prevails in an arbitration, We agree that We will not seek such an award.
- 6) The arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. **YOU AND WE AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR/OUR INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING.** Further, unless both You and We agree otherwise, the arbitrator may not consolidate more than one person's claims and may not otherwise preside over any form of a representative or class proceeding. If this provision is found to be unenforceable, then the entirety of this provision shall be null and void.
- 7) Notwithstanding any provision in this **Contract** to the contrary, We agree that if We make any future change to this provision (other than a change to the Notice Address) during Your **Contract**, You may reject any such change by sending us written notice within 30 days of the change to the Arbitration Notice Address provided above. By rejecting any such change, You are agreeing that You will arbitrate any dispute between us in accordance with the language of this provision.

## 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 **Your** 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

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

### 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**.

**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.

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 at 100 N. 15<sup>th</sup> Ave., Suite 102, Phoenix, AZ 85007, ATTN: Consumer Affairs.

### 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., 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.**

This Service 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 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 or a claim has been filed, **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 of the plan selected and the date **Coverage** begins. 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**. If **You** have cancelled this **Contract** and have not received the refund from **Us** or the **Administrator** within sixty (60) days of such cancellation, **You** may contact the Insurance Company identified on **Registration Page**.

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

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, 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 d. 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 **Contract** within thirty (30) days of the **Sale 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 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.

#### MASSACHUSETTS

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 TO CUSTOMER: PURCHASE OF THIS CONTRACT IS NOT REQUIRED IN ORDER TO REGISTER OR FINANCE A VEHICLE. THE BENEFITS PROVIDED MAY DUPLICATE EXPRESS MANUFACTURER'S OR SELLER'S WARRANTIES THAT COME AUTOMATICALLY WITH EVERY SALE. THE SELLER OF THIS COVERAGE IS REQUIRED TO INFORM YOU OF ANY WARRANTIES AVAILABLE TO YOU WITHOUT THIS CONTRACT.**

Chapter 90, Section 7N ¼ of Massachusetts General Laws requires an automobile dealer to provide a warranty covering certain classes of used motor **Vehicles** as follows:

Used **Vehicles** with less than 40,000 miles at the time of sale Provides **Coverage** for 90 days or 3,750 miles, whichever occurs first.

Used **Vehicles** with 40,000 miles or more but less than 80,000 miles at the time of sale Provides **Coverage** for sixty (60) days or 2,500 miles, whichever occurs first.

Used **Vehicles** with 80,000 miles or more but less than 125,000 miles at the time of sale Provides **Coverage** for thirty (30) days or 1,250 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 thirty (30) days of the **Sale Date**, a ten percent (10%) penalty per month will be added to a refund that is not paid or credited within 45 days after return of the **Contract** to the **Administrator**.

#### 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. & 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. & 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 **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 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 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 days (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 days (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 St., 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 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 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. 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 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:

b. **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.

d. **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**.

e. 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.

f. **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, 8501 Fallbrook Ave., Suite 225, West Hills, CA 91304, (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. 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.