

FLEXCARE ADVANTAGE TERMS AND CONDITIONS

1A. INTRODUCTION & PARTIES:

All **Service Contract** obligations, including the FlexCare Advantage Application (this "Application") are between the **Service Contract Provider** (hereinafter referred to as "**We**", "**Us**", or "**Our**") and the **Service Contract Holder** (herein after referred to as "**You**", or "**Your**") as follows:

The **Service Contract Provider** in the states of: AL, AR, AZ, , CT, IA, IL, KY, LA, MD, MA, ND, NE, NV, and OK for **FCA US Vehicles** and in the states of: AZ, CT, GA, IA, KY, MA, MD, NE, and NM for **Non FCA Vehicles** is FCA US LLC, PO Box 2700, Troy, MI 48007-2700, 1-800-521-9922.

FULL FAITH AND CREDIT STATEMENT: In all states referenced above, all **Service Contract** obligations under this Agreement are backed by the full faith and credit of FCA US LLC.

1B. The **Service Contract Provider** in the states of: AK, CO, DE, , HI, ID, IN, KS, ME, MI, MN, MO, MS, MT, NH, NJ, NY, OH, OR, PA, RI, SC, SD, TN, TX, UT, VA, VT, WV and WY for **FCA US Vehicles** and **Non FCA Vehicles**; in the states of: GA, NM and for **FCA US Vehicles** and in the states of: AL, AR, IL, LA, ND, and NV for **Non FCA Vehicles** is FCA Service Contracts LLC, PO Box 2700, Troy, MI 48007-2700, 1-800-521-9922.

FULL FAITH AND CREDIT STATEMENT: In all states referenced above, all **Service Contract** obligations under this Agreement are backed by the full faith and credit of FCA Service Contracts LLC.

1C. The **Service Contract Provider** in the state of: FL for **FCA US Vehicles** and **Non FCA Vehicles** is Extended Vehicle Protection LLC, PO Box 2700, Troy, MI 48007-2700, 1-844-850-4387.

FULL FAITH AND CREDIT STATEMENT: In all states referenced above, all **Service Contract** obligations under this Agreement are backed by the full faith and credit of Extended Vehicle Protection LLC.

1D. The **Service Contract Provider** in the states of NC, WA, and WI for **FCA US Vehicles** and **Non FCA Vehicles** is QBE Administration Services, Inc., PO Box 372790, Denver, CO 80237-9714, 1-800-235-0413.

1E. INSURED AGREEMENT STATEMENT: Service Contract obligations are fully insured and guaranteed by a policy of contractual liability insurance or **Service Contract Reimbursement Insurance**. The policy is issued by:

QBE Insurance Corporation
One QBE Way
Sun Prairie, Wisconsin 53596
1-800-362-5448

Policy Number: FCQ00001 and FCQ00002 and all applicable endorsements.

1F. ADMINISTRATION: All **Service Contract** obligations under this Agreement are administered by:

(Claims)
QBE Administration Services, Inc.
P.O. Box 372790
Denver, CO 80237-9714
Toll-Free Number: 800-235-0413

(Cancels/Transfers)
FlexCare Advantage
308 S Jefferson Street, #310
Chicago, IL 60661
Toll-Free Number: 888-601-0783

The QBE Administration Services, Inc. privacy policy can be viewed at: <https://www.qbe.com/us/legal/privacy-policies>.

2. ENTIRE AGREEMENT: The **Plan** Terms and Conditions which includes the Application is the complete and exclusive statement of the agreement (the "Agreement") and understanding between **You** and **Us** regarding the extended **Service Contract** and related benefits for **Your Vehicle**. This Agreement begins on the **Effective Date** and ends on the Expiration Date or when the Expiration Mileage has been reached on the **Vehicle** Odometer, whichever occurs first.

2A. INSURER "CUT-THROUGH" BENEFITS: If any insured **Service Contract** repair or reimbursement claim has not been completed within 60 days from the date **You** filed a claim with **Us** or **We** are insolvent or financially impaired, **You** may make a claim directly against QBE Insurance Corporation for the cost of **Your** repairs (including all sums which **We** are legally obligated to pay to **You**), subject to the exclusions, QBEFCA (01-26)

deductions and limitations contained in this Agreement and in the underlying policy of insurance.

3. DEFINITIONS: In this Agreement, the following capitalized terms have the meanings assigned to them:

Branded Vehicle means a vehicle that has a valid certificate of title that indicates: (i) a salvage title, (ii) that the vehicle was stolen or (iii) that an insurance carrier insuring the vehicle determined that the physical damage to the vehicle exceeded the value of the vehicle.

Coverage means Extended Care, Extended Care Plus or Extended Care Premium.

Dealer means authorized FCA US LLC franchise dealer, which includes dealers of the Chrysler, Dodge, Jeep®, Ram, SRT, FIAT, or Alfa Romeo brand vehicles lines.

Effective Date means the date for which Your Agreement will become effective for the selected **Coverage**.

Eligible Repair Visit means a single visit to a Dealer or other repair provider for service or repair of a **Failure** to the **Vehicle** covered by this Agreement.

Emergency Repair means necessary repair to an inoperable Vehicle at a Dealer or repair provider other than an FCA US Vehicle dealership.

Failure means the breakdown of the Vehicle's components that are covered by this Agreement that arise from defects in materials covered by this Agreement. This does not include the normal reduction in operating performance of components due to normal wear and tear, including parts in which wear tolerances that are outside the manufacturer's specifications are exceeded that are not due to defects in materials or workmanship.

FCA US Vehicle means Chrysler, Dodge, Jeep®, Ram, SRT, FIAT, or Alfa Romeo brand vehicles only.

New Vehicle Limited Warranty means the manufacturer's original limited bumper to bumper warranty covering a new Vehicle or the parts and components of the new Vehicle.

Non FCA Vehicles means all other vehicles not listed as FCA US Vehicles.

Plan means this FlexCare Advantage Plan.

Provider Fee means the purchase price **You** paid for this Agreement.

Reimbursement Insurance Policy means a policy of insurance that is issued to a service contract provider to provide reimbursement to the service contract provider for all service contract obligations.

Retail Value of the Vehicle means the retail value of the Vehicle at the time of repair or service, as determined by "National Auto Dealers' Association (N.A.D.A.) Guide", taking into consideration the location, mileage and condition of the Vehicle.

Scheduled Maintenance Services means all scheduled maintenance services at the service intervals listed in the scheduled Maintenance Guide for the vehicle, including adherence to the normal or severe duty mileage and time requirements depending on vehicle usage.

Service Contract means a contract or agreement for consideration for a specific duration to perform the repair or replacement for operational or structural failure due to a defect in materials or workmanship.

Service Contract Holder or Purchaser means a person who is the purchaser or holder of a service contract.

Service Contract Provider means a person who is contractually obligated to the service contract holder under the terms of the service contract.

Signature Date means the date **You** signed the Application to this Agreement.

Vehicle means the vehicle identified in the Application by the VIN and in the State of Washington subject to registration under chapter 46.16 RCW.

Vehicle Identification Number (VIN) means the 17 alpha-numeric identifier assigned to a motor vehicle by the manufacturer, and in the state of Washington subject to registration under Chapter 46.16 RCW.

4. **DEDUCTIBLES:** We will charge You the elected deductible for each Eligible Repair Visit, regardless of the number of **Failures** to be repaired.

5. **WHAT THIS AGREEMENT COVERS:** Subject to the deductibles, exclusions and other limitations in this Agreement, repairs (including parts, labor costs and applicable taxes) will be provided as referenced herein. **We** will either: (a) repair or replace covered **Failures** or (b) reimburse **You** for the **Vehicle's** repair or replacement of covered **Failures** and repairs needed to a non-covered component caused by the **Failure** of a covered component. **We** may inspect the **Vehicle** before performing any repairs and inspect parts that are repaired or replaced.

5A. COVERED ITEMS – Extended Care

If **You** elected **Extended Care**, the following items are covered:

GASOLINE ENGINE: Cylinder Block and all Internal Parts; Cylinder Head Assemblies; Timing Case, Timing Chain, Timing Belt, Gears and Sprockets; Harmonic Balancer; Oil Pump, Water Pump and Housing; Intake and Exhaust Manifolds; Flywheel with Starter Ring Gear; Core Plugs; Valve Covers; Oil Pan; Oil Filter Adapter Housing; Turbocharger Housing and Internal Parts; Turbocharger Wastegate Actuator; Supercharger; Fuel Injectors (**excluding clogged injectors**); Serpentine Belt Tensioner; Seals and Gaskets for listed components only.

DIESEL ENGINE: Cylinder Block and all Internal Parts; Cylinder Head Assemblies; Timing Gears and Cover; Harmonic Balancer; Oil Pump; Water Pump and Housing; Intake and Exhaust Manifolds; Core Plugs; Valve Covers; Oil Pan; Turbocharger Housing and Internal Parts; Fuel Injection Pump and Injectors (**excluding clogged injectors**); Seals and Gaskets for listed components only.

TRANSMISSION: Transmission Case and all Internal Parts; Torque Converter; Drive/Flex Plate; Transmission Range Switch; Transmission Control Module; Bell Housing; Oil Pan; Shifter Mechanism; Seals and Gaskets for listed components only.

NOTE: MANUAL TRANSMISSION CLUTCH PARTS ARE NOT COVERED AT ANY TIME.

FOUR-WHEEL DRIVE (4x4): Transfer Case and all Internal Parts; Axle Housing and all Internal Parts; Axles Shafts; Axle Shaft Bearings; Drive Shafts Assemblies (Front and Rear); Drive Shaft Center Bearings; Wheel Bearings; Universal Joints and Yokes; Disconnect Housing Assembly; Seals and Gaskets for the listed components only.

ALL-WHEEL DRIVE (AWD): Power Transfer Unit and all Internal Parts; Viscous Coupler; Axle Housing and all Internal Parts; Constant Velocity Joints and Boots; Rear Driveline Module; Drive Shaft and Axle Shaft Assemblies; Wheel Bearings; Differential Carrier Assembly and all Internal Parts; Output Bearing; Output Flange; End Cover; Overrunning Clutch; Shift Motor; Vacuum Motor; Torque Tube; Pinion Spacer and Shim; Seals and Gaskets for listed components only.

FRONT WHEEL DRIVE: Transaxle Case and all Internal Parts; Axle Shaft Assemblies; Constant Velocity Joints and Boots; Wheel Bearings; Differential Cover; Oil Pan; Transaxle Speed Sensors; Transaxle Solenoid Assembly; PRNDL Position Switch; Shifter Mechanism; Transaxle Electronic Controller; Torque Converter; Seals and Gaskets for listed components only.

NOTE: MANUAL TRANSMISSION CLUTCH PARTS ARE NOT COVERED AT ANY TIME.

REAR WHEEL DRIVE: Rear Axle Housing and all Internal Parts; Axle Shafts; Axle Shaft Bearings; Drive Shaft Assemblies; Drive Shaft Center Bearings; Universal Joints and Yokes; Seals and Gaskets for listed components only.

STEERING: Steering Gear Housing and all Internal Parts; Power Steering Gear; Power Steering Pump; Lower Steering Shaft; Steering Shaft Lower Coupling; Rack and Pinion Assembly; Rack and Pinion Boots; Electronic Steering Motor; Seals and Gaskets for listed components only.

AIR CONDITIONING: Factory or Manufacturer-authorized air conditioning installations only. Air Conditioning Compressor; Clutch; Coil; Condenser; Front Evaporator; Rear Evaporator; Receiver-Drier; Expansion Valve; Hoses and Lines; Low Pressure Cut-off Switch; High Pressure Cut-off Switch; Clutch Cycling Switch; Front Instrument Panel Control Assembly; Rear Instrument Panel Control Assembly; Power Module; Air Conditioning / Heater Blower Motor; Seals and Gaskets for the listed components only.

KEY FOB: Subject to the limitations in this provision, the Plan provides (i) coverage for up to three key fob repairs or replacements, and (ii) a total key fob coverage benefit of \$600, which limit applies notwithstanding the cost per repair or per replacement of the key fob for the Covered Vehicle. Key fob coverage is available even if this component is lost or stolen, and this coverage is not subject to the deductible that applies to repair visits for covered components.

NOTE: FAILURE OF A KEY FOB BATTERY DOES NOT CONSTITUTE A MECHANICAL FAILURE OF THE KEY FOB.

5B. COVERED ITEMS – Extended Care Plus

If **You** elected **Extended Care Plus** **You** have **Extended Care** and **Coverage** for the following items:

ENGINE COOLING & FUEL: Cooling Fan, Clutch and Motor; Radiator; Coolant Temperature Switch; Fuel Pump; Water Pump and Housing; Fuel Tank Sending Unit; Fuel Pressure Regulator; Fuel Tank and Lines; Serpentine Belt Tensioner; Seals and Gaskets for listed components only.

FRONT SUSPENSION: Shocks; Shock Mounts; Struts; Strut Mounts, Bushings and Bearings; Upper and Lower Control Arms; Control Arm Bushings; Thrust Arms; Upper and Lower Ball Joints; Wheel Bearings.

REAR SUSPENSION: Rear Leaf Springs; Rear Coil Springs; Auxiliary Springs; Spring Interliner; Spring Bushing; Spring Shackle; U-Bolt Rear Spring; Spring Hanger; Axle Trac Bar; Lateral Link Arm; Shocks; Shock Mount Plate; Struts; Strut Mounting Plates; Strut Bushings; Rear Wheel Bearings; Rear Trailing Arm Assembly; Rear Stabilizer/Sway Bar; Rear Stabilizer/Sway Bar Link; Rear Stabilizer/Sway Bar Bushing.

BRAKES: Master Cylinder, Assist Booster; Wheel Cylinders; Disc Brake Calipers and Pistons; Brake Lines, Hoses, Fittings; Proportioning Valve; Seals and Gaskets for listed components only.

NOTE: BRAKE SHOES, PADS, ROTORS, AND DRUMS ARE NOT COVERED AT ANY TIME.

ANTI-LOCK BRAKES (ABS): Brake Systems' Hydraulic Assembly; Pump Motor Assembly; Controller; Sensors and Relays; Seals and Gaskets for listed components only.

ELECTRICAL: Starter Motor and Solenoid; Generator (Alternator); Engine Control Module - (Single Module Engine Controller) (SMEC); Powertrain Control Module, Distributor; Ignition Coil; Coil Pack Assembly, Voltage Regulator; Horn and Horn Pad; Transmission Control Module.

EXPANDED ELECTRICAL: All Wiring Harnesses; Electronic Fuel Injection System (**excluding clogged injectors**); Windshield Wiper Motor; Rear Window Wiper Motor; Wiper Control Module; Manually Operated Electrical Switches; Neutral Safety Switch; Temperature Sending Unit/Switch; Oil Pressure Sending Unit/Switch; Body Computer; Body Control Module; Rear Window Defroster; Factory Installed Radio; Speakers and Rear Entertainment Systems (Includes CD and DVD Player); Factory Installed U-Connect System.

NOTE: HEADPHONES ARE NOT COVERED AT ANY TIME.

INSTRUMENTATION: Electronic Instrument Cluster; Amp/Voltmeter Gauge; Fuel Gauge; Temperature Gauge; Tachometer; Oil Pressure Gauge; Turbo Gauge; Speedometer.

POWER GROUP: Rear Window Defroster; Power Window Motors; Power Window Flex Track; Power Antenna; Power Seat Motors; Power Door Locks and Linkage (excluding latch assembly); Power Sliding Rear Window Motor and Regulator (Trucks).

LUXURY GROUP: Keyless Entry Receiver/Module; Trip Computer; Message Center; Overhead Electronic Vehicle Information Center; Overhead Electronic Compass/Temperature; Power Sunroof Motor; Convertible Top Motor; Electric Mirror Motor and Controls; Cruise Control Servo; Headlight Door Motor; Concealed Headlamp Module.

NOTE: LATCHES OF ANY KIND ARE NOT COVERED AT ANY TIME.

MOPAR ACCESSORIES: The following Mopar accessories are covered provided they were installed by an authorized Dealer; Audio Systems (including Compact Disc Players); Sirius Satellite Radio; Speed Control; EVS (Security Systems); Clocks; Remote Trunk Release; Remote Control Outside Mirrors; Power Sliding Rear Windows (trucks); Transmission Oil Cooler; MoparConnect.

NOTE: MOPAR PERFORMANCE PARTS ARE NOT COVERED AT ANY TIME.

5C. COVERED ITEMS – Extended Care Premium

If **You** elected **Extended Care Premium**, all **Failures** are covered **EXCEPT** for those excluded in the Provision title: **"WHAT IS NOT COVERED BY THIS AGREEMENT."**

6. OTHER PLAN BENEFITS: The **Plan** also provides the following **Trip Interruption, First Day Rental, Rental Car Reimbursement, Taxi Reimbursement** and **Roadside Assistance**.

6A. TRIP INTERRUPTION: The **Plan** will pay up to \$1,000 for lodging, meals, and emergency transportation such as taxi, bus, or airline for you and your family if (1) your vehicle is inoperable due to a failure covered under this **Plan** or under the factory warranty, and (2) you are more than 100 miles from the address of record. Lodging, meals and car rental receipts must accompany a copy of repair bill and must be mailed to QBE Administration Services, Inc., PO Box 372790, Denver, CO 80237-9714 or fax to: 1-303-872-0185.

6B. FIRST DAY RENTAL: First Day Rental Allowance provides up to \$35.00 car rental allowance if the Vehicle is to be serviced for any mechanical repair or maintenance service. Please note: Excludes rental for bodywork to the exterior sheet metal/composite panel or collision repairs.

6C. RENTAL CAR REIMBURSEMENT: **You** may be eligible for rental car reimbursement if the servicing or repair facility determines that the repair is: (a) covered under this Agreement or (b) the **Vehicle** must be kept overnight by the repair facility because it was inoperable or would become inoperable if it was continued to be operated.

If **You** meet the eligibility requirements set forth herein, **We** will reimburse **You** for vehicle rental charges **You** actually incur up to \$35 per day (including tax) for up to 5 days or until the repair is complete, whichever occurs first.

Rental Car Reimbursement starts when the **Vehicle** is delivered to a Dealer or other repair facility for service.

Total Rental Allowance per occurrence is a maximum of 5 days or \$175.00.

6D. TAXI REIMBURSEMENT: **Coverage** starts on the date **You** purchase the **Plan**. The **Plan** provides up to a \$35.00 for taxi-cab fare, in lieu of first day rental if the **Vehicle** is to be serviced for any same day mechanical or maintenance service.

When a loaner car is not available, or **You** are not eligible for a rental car, the **Plan** will pay up to \$35.00 per day for taxi service, in lieu of car rental, any time mechanical repairs take overnight.

Taxi receipts must be from a licensed taxi service provider. Taxi charges in excess of the amount allowed by the **Plan** are **Your** responsibility.

Total Rental/Taxi Service Allowance per occurrence is a maximum of 5 days or \$175.00.

6E. ROADSIDE ASSISTANCE:

NOTE: YOU MUST CALL 888-517-4500 FOR THIS SERVICE.

The **Plan** provides assistance due to a disablement caused by any mechanical **Failure** and in addition, the **Plan** provides **Coverage** for such items as towing to the nearest **Dealer** or authorized repair facility, flat tire change (with **Your** good spare), battery jump, out of gas delivery (maximum 2 gallons), lockout service i.e. keys locked in car or frozen lock, to a maximum of \$100, per occurrence. Any expense beyond \$100 is **Your** responsibility at the time and site of service. Towing assistance will be dispatched only for mechanical disablements which renders the **Vehicle** inoperable. (See exclusions under "THE **PLAN** WILL NOT COVER.")

This service is provided to **You** as part of **Your Plan** to minimize any unforeseen **Vehicle** operation inconvenience and is available 24 hours per day, 365 days per year.

HOW TO USE ROADSIDE ASSISTANCE: All required towing, roadside assistance, lockout, and other roadside assistance services described previously **MUST BE ARRANGED AT TIME OF OCCURRENCE** through Roadside Assistance by calling **888-517-4500**. **You** should be prepared to provide the representative with **Your** name, **Your Plan** number, **Vehicle** license plate number, **Your** location including the phone number **You** are calling from and a brief description of the problem.

In some cases, Roadside Assistance may authorize **You** or **Your Dealer** to arrange for local service and will provide a reference number to do so. **Your Plan** will in these instances provide

reimbursement of up to \$100 maximum per Roadside Assistance incident, provided that the claim contains: (A) A valid original receipt of payment from the tow /repair facility for the services rendered (Claims which contain other than original receipts may be denied.); (B) The Roadside Assistance reference number; and (C) **Your** valid **Plan** number. Please call **888-517-4500** for submitting details.

ROADSIDE ASSISTANCE WILL NOT COVER SERVICES WHICH ARE SOLICITED WITHOUT FIRST CONTACTING ROADSIDE ASSISTANCE FOR PRIOR AUTHORIZATION.

7. DIAGNOSTIC CHARGES: **You** may be asked to authorize disassembly and/or diagnostics at the time **Your Vehicle** repair order is written. **Your Plan** covers disassembly and/or diagnostic charges IF the cause of **Failure** is a covered component under the terms of the **Plan**. If the repair is not covered by the **Plan**, **You** will be responsible for paying the disassembly and/or diagnostic charges and non-covered repairs.

8. WHAT IS NOT COVERED BY THIS AGREEMENT: Unless stated otherwise (See **STATE SPECIFIC** provisions for additional exclusions or changes), this Agreement does **NOT** cover:

1. Repairs or replacement of any component covered by any of the Vehicle manufacturer warranties, Certified Warranty, part manufacturer warranties or recall policies; roadside assistance, loaner vehicles or other services which are eligible to be covered by the Vehicle's manufacturer warranty or marketing programs;
2. Repairs required to a component as a result of anything other than a defect in materials or workmanship (such as a design defect or normal wear or tear);
3. Repair or replacement of any covered component when it has been determined that the condition existed prior to purchasing the **Plan**;
4. Plan benefits where the Vehicle odometer reading has been stopped or altered and/or the Vehicle's actual mileage cannot be readily determined;
5. Brake pads, shoes, rotors and drums are not covered at any time (regardless of cause of failure);
6. Reimbursement of services/benefits that exceed the total number of services/allowance included in Plan Coverage;
7. Battery and cables; any battery for a component; spark plugs and wires; lights (bulb, sealed beams, lenses); suspension alignment; wheel balancing; wiper blades; catalytic converter, particulate filter and any other exhaust system components; heat shields and exhaust hangers; throttle body cleaning; evaporator deodorizing; carbon cleaning;
8. High voltage battery is not covered at any time (regardless of cause of failure);
9. Repairs due to any alterations or modifications to the Vehicle not approved or recommended by the manufacturer, including but not limited to: (a) failure of any custom or add-on / aftermarket part (unless listed as a specific covered part); (b) emissions and/or exhaust systems modifications; engine modifications, transmission modifications, and/or drive axle modifications, which includes any performance modifications; (c) oversized/undersized tires; (d) all frame or suspension modifications;
10. Repairs to covered components that are the direct result of the failure of alterations or modifications not recommended by the manufacturer;
11. Lift kits that exceed two (2) inches; repairs to covered components that are the direct result of the failure of a lift kit that exceeds two (2) inches;
12. Plan benefits necessary as a result of (a) failure to properly care for or maintain the Vehicle; (b) fire, accident, abuse, vandalism, negligence, Acts of Terrorism or Act of God including but not limited to the Vehicle rendered inoperable due to snow, ice or flood; (c) failure to properly operate the Vehicle; (d) Vehicles that have been used or are being used for competitive speed events such as races or acceleration trials; (e) pulling a trailer that exceeds the rated capacity of the Vehicle or failure to adhere to the requirements for Vehicles used to pull a trailer as outlined in the owner manual supplied by the manufacturer; (f) tampering with the emission system or with any parts that could affect that system; (g) use of dirty fluids, or fuels, refrigerants or other

- fluids which are not recommended by the manufacturer; (h) failure due to fluid contamination or sludge; (i) modifications not approved or recommended by the manufacturer; (j) overloading rated payload capacity of the Vehicle; (k) damage incurred by off-road usage;
- 13. Fasteners, bolts and attaching hardware that does not attach a covered component to another covered component;
- 14. Repairs to a covered component where the component has been restricted by the manufacturer; repairs that are the direct result of the failure of a component that has been restricted by the manufacturer;
- 15. Repairs caused by pre-ignition detonation, pinging, improper/contaminated fuel including fuels containing more than 10% ethanol (if the engine was not manufactured for this mixture);
- 16. Plan service obtained from other than a Dealer unless authorization is first received from Us. FCA US Vehicles must return to a FCA US LLC Dealer for Plan covered repairs; (Dealers cannot authorize repairs.)
- 17. Repairs required as a result of use of other than the Vehicle manufacturer's parts during the term of the Plan, unless authorized by Us;
- 18. Repairs to a covered component caused by the failure of a non-covered component and/or an aftermarket installation not performed by a Dealer, or any outside installation of "salvage or junk" components in conjunction with an insurance or damage claim. All part installations to satisfy such claims must be with new or factory authorized remanufactured components and parts;
- 19. Bodily injury or property damage arising or allegedly arising out of a defect in the design, manufacture, materials or workmanship of a covered component;
- 20. Any fines, fees or taxes which are associated with impound towing as a result of actual or alleged violation of any laws or regulations;
- 21. Plan benefits to Vehicles operated outside of the United States, Canada, Guam, and Puerto Rico;
- 22. Plan benefits to Vehicles registered outside of the United States, Guam and Puerto Rico;
- 23. Exterior - tires; trim; name plates; appliques; body sheet metal; glass; plastic lenses; paint; bright metal; bumpers; side-view mirrors (glass/ housing); wheel covers; steel wheels; aluminum wheels; rusted or frozen rims; weather strips; rust; water leaks; restricted drain tubes; wind noises; all outer body panels; spoilers; plastic and fiberglass body parts; vinyl tops; convertible top fabric; repairs or damage caused by environmental factors such as acid rain, tree sap, salt or ocean spray;
- 24. Interior - trim; carpet; upholstery; dash pad; door and window handles; knobs; buttons; moldings; arm rests and head liner; cargo cover; cosmetic appearance; torn/worn/soiled;
- 25. Mechanical - manual clutch assembly; clutch disc, pressure plate, clutch release bearing and pilot bearing (manual transmission); damage to flywheel as a result of a clutch failure;
- 26. Repairs to snow-plows, winches and trailer hitches regardless of their installation;
- 27. Cost or expenses for teardown, rental, inspection or diagnosis of failures not covered by the Plan;
- 28. Shop supplies, waste disposal fees and materials;
- 29. Repairs to any Vehicle where the title has become branded or the Vehicle has become restricted by the manufacturer after the purchase of the Plan;
- 30. Maintenance services specified in the owner's manual and the parts used in connection with such services;
- 31. Repairs to a covered component caused by the failure of a non-covered component and/or an aftermarket installation not performed by an authorized Dealer;
- 32. Repairs or replacement to components covered by the Hybrid System Limited Warranty (refer to Warranty booklet for details);
- 33. Portable Units including but not limited to - headphones; I-Pods; GPS units; DVD players; laptop computers; cellular phones; any hand-held device; Navigation DVD;

- 34. Repair or replacement of Performance parts, Performance enhancing parts; repairs to covered components that are the direct result of failure of a performance part;
- 35. Any economic loss of any kind, including but not limited to rental car expenses, consequential damages, incidental damages, or other losses that relate in any manner to Your use or loss of use of the Covered Vehicle.
- 36. Loss, damage, cost, expense, or any other sum payable under this Plan of whatsoever nature directly or indirectly caused by, resulting from or in connection with:
 - a) any actual or threatened unauthorized, malicious or criminal act, or series of actual or threatened unauthorized, malicious or criminal acts, or any hoax relating to any of these;
 - b) any failure to act, error, omission or accident or series of related failures to act, series of related errors, series of related omissions or series of related accidents; or
 - c) partial or total unavailability or failure, or series of related partial or total unavailability or failures, involving or affecting the use or operation of, access to, or the processing of any computer, hardware, software, data, information technology and communications system, electronic device, server, cloud or microcontroller including any similar system or any configuration of the aforementioned, and including any associated input, output or data storage device.
- 37. The following vehicles are not covered by this Agreement: Taxis, limousine/livery, rental use, vehicles used for competitive driving/racing/off-road use, vehicles used for snowplowing, all performance modified vehicles, 4X2-equipped vehicles modified with 4X4 AWD capabilities, police, ambulance, fire, shuttles, tow trucks and vehicles pulling a trailer weighing more than the manufacturer's recommended limits.

9. REPAIR INFORMATION

9A. WHERE TO GO FOR REPAIRS:

- (1) Unless You need an **Emergency Repair**, You may obtain repairs to the **Vehicle** under this Agreement by contacting the **Dealer** that sold You the **Plan** or QBE Administration Services, Inc. at 1-800-235-0413 for a repair authorization number before initiating a covered repair. QBE Administration Services, Inc. can be reached Monday through Friday, 8:00 am - 5:00 pm MT.
- (2) If the **Vehicle** should need **Emergency Repair** and the **Vehicle** is inoperable, You may use other repair or service facilities if QBE Administration Services, Inc. is closed.
- (3) To request reimbursement, You must provide a copy of the repair order and proof of payment to Us or QBE Administration Services, Inc. within 90 days from the repair order open date or payment receipt date.

9B. REPAIRS ARE MADE WITH AUTHORIZED NEW OR REMANUFACTURED PARTS:

Authorized repairs will be made using remanufactured parts. If remanufactured parts are not available, the Dealer will use new parts.

9C. LOSS LIMITS:

We will pay up to the **Retail Value of the Vehicle** or \$10,000, whichever is higher, for all **Service Contract** repairs for **Coverages** for each **Eligible Repair Visit**. We will also pay fair and reasonable parts cost and labor time and rates. The accumulation of all paid claims cannot exceed the **Retail Value of the Vehicle**, or \$10,000, whichever is higher, immediately prior to the breakdown.

10. YOUR RESPONSIBILITIES FOR CARE OF THE VEHICLE:

To obtain **Coverage** or reimbursement for under this Agreement, You must: (i) properly operate and maintain the **Vehicle** and (ii) provide proof of **Scheduled Maintenance Services** when Your **Failure** appears to be directly related to the lack of required or recommended maintenance for Your **Vehicle** as outlined in the Owners or **Scheduled Maintenance Guide**. proof of **Scheduled Maintenance Services** includes maintenance records that show mileage, date of maintenance service, VIN and the maintenance that was performed.

11. INELIGIBLE OR EXCESS COVERAGE:

If You were charged for **Coverage** for which Your **Vehicle** is ineligible under this Agreement, We will refund the charge to You. You will be notified of the refund and the termination of any ineligible **Coverage**.

12. TRANSFERABILITY:

You may transfer the remaining **Coverage** on the **Vehicle** under this Agreement, if You or the transferee of this Agreement initiates the transfer process and provides the following items to Us, within 30 days of the **Vehicle** sale:

- (i) a statement of the mileage on the **Vehicle** at the time of transfer; and
- (ii) the name, address and phone number of the transferee;

You may not transfer Coverage if the Vehicle becomes a Branded Vehicle or is repossessed. Transferred Agreements may not be cancelled. If any portion of the Plan remains unpaid, the transferee will assume the responsibility for payment of the balance of the premium.

13. CANCELLATION AND REFUND

(A) YOUR RIGHT TO CANCEL THIS AGREEMENT AND RECEIVE A REFUND:

- (1) If **We** receive a written cancellation request, including a copy of **Your** Application and proof of payment on or before the 30th day from the **Signature Date** or **Effective Date** and no claims have been filed under this Agreement, **We** will cancel this Agreement and refund the purchase price **You** paid for this Agreement.
- (2) If **We** receive a written cancellation request, including a copy of **Your** Application and proof of payment after the 30th day or a claim has been filed at any time during the term of this Agreement from the **Signature Date** or **Effective Date**, **We** will divide the purchase price **You** paid for the Agreement by the number of months of **Coverage** provided by this Agreement. **We** will multiply this dollar amount by the unused months and refund this amount ("Pro Rata basis") to **You**.
- (3) **Your Plan Agreement will automatically renew at the expiration term of the original Agreement for a one year term until You cancel. To cancel the automatic renewal of Your Plan Agreement, You must contact FlexCare Advantage at the address or phone number referenced in 1D.**

(B) OUR RIGHT TO CANCEL THIS AGREEMENT AND PROVIDE A REFUND: **We** may cancel this Agreement at any time if **You** fail to comply with this Agreement. If **We** cancel this Agreement, FlexCare Advantage will refund the purchase price on a Pro Rata basis.

14. DISPUTE RESOLUTION & ARBITRATION: If a dispute arises from or relates to this contract or the breach thereof, and if the dispute cannot be settled through direct discussions, the parties agree to endeavor first to settle the dispute by mediation administered by the American Arbitration Association under its Commercial Mediation Procedures before resorting to arbitration. The parties further agree that any unresolved controversy or claim arising out of or relating to this contract, or breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

15. STATE SPECIFIC PROVISIONS: The following provisions are applicable in the states set forth below and modify only those specific terms referenced. All other terms and conditions are unchanged.

For Agreements in ALABAMA, HAWAII, MAINE, MINNESOTA, MISSOURI, NEW JERSEY, NEW MEXICO, NEW YORK, SOUTH CAROLINA, TEXAS, and WYOMING:

13.(A)(4) YOUR RIGHT TO CANCEL THIS AGREEMENT AND RECEIVE A REFUND: In New Mexico, if **You** have not received **Your** refund amount within sixty (60) days of **Your** cancellation request, and within forty five (45) days of **Your** cancellation request in AL, HI, ME, MN, MO, NJ, SC, TX, and WY, and within thirty (30) days of **Your** cancellation request in NY, **You** are entitled to receive ten percent (10%) of the refund amount outstanding for every month that the refund is delayed.

For Agreements in ALABAMA, HAWAII, MINNESOTA, MISSOURI, MONTANA, NEW JERSEY, NEW YORK, NORTH CAROLINA, SOUTH CAROLINA, TEXAS AND WYOMING:

13.(B) OUR RIGHT TO CANCEL THIS AGREEMENT AND PROVIDE A REFUND: In AL, HI, MN, MT, NC, NJ and TX, **We** may cancel this Agreement within 5 days prior written notice (and 10 days when sent to **Your** last known address in MT), 10 days prior written notice in WY, and 15 days prior written notice in MO, NY and SC when sent to **You** at **Your** last known address. Prior written notice is not required if cancellation is for any of the following reasons:

- (1) **You** failed to pay the purchase price of this Agreement;
- (2) **You** materially misrepresented any fact or circumstance to Us; or
- (3) **You** substantially breached **Your** duties under this Agreement regarding the **Vehicle** or its use.

ALASKA:

2A. INSURER "CUT-THROUGH" BENEFITS: Should FCA Service Contracts LLC fail to pay any valid claim within thirty (30) days after proof of loss has been filed, the **Service Contract Holder** is entitled to make a direct claim against QBE Insurance Corporation.

13. CANCELLATION AND REFUND

- a) A motor **Vehicle Service Contract** must allow the **Service Contract Holder** to cancel the motor **Vehicle Service Contract** not later than 30 days after the date that the motor **Vehicle Service Contract** was delivered to the **Service Contract Holder**. If the **Service Contract Holder** returns the motor **Vehicle Service Contract** to the provider within the applicable time period and a claim has not been made under the motor **Vehicle Service Contract** before the contract is returned to the provider, the motor **Vehicle Service Contract** is void, and the provider shall refund the full amount of the **Provider Fee** to the **Service Contract Holder** or credit the account of the **Service Contract Holder** not later than 45 days after the return of the contract to the provider. If the provider does not pay or credit a refund owed under this subsection not later than 45 days after a **Service Contract Holder** returns a motor **Vehicle Service Contract**, a penalty in the amount of 10 percent of the **Provider Fee** paid by the **Service Contract Holder** for each month the refund remains unpaid shall be added to the refund.
- b) After the time specified in (a) of this section, or if a claim has been made under the motor **Vehicle Service Contract** within that time, a **Service Contract Holder** may cancel the motor **Vehicle Service Contract**, and the provider shall refund to or credit the account of the contract holder the prorated amount of the unearned **Provider Fee**, less any claims paid, not later than 45 days after the return of the **Service Contract** to the provider. If the provider does not pay or credit a refund owed under this subsection not later than 45 days after a **Service Contract Holder** returns a motor **Vehicle Service Contract**, a penalty in the amount of 10 percent of the unearned **Provider Fee** paid by the **Service Contract Holder** for each month the refund remains unpaid shall be added to the refund. A provider may charge a reasonable cancellation fee not to exceed 7.5 percent of the unearned **Provider Fee** paid by the **Service Contract Holder**.
- c) A motor **Vehicle Service Contract** shall state the terms, restrictions or conditions governing cancellation of the service contract by the provider. A provider may only cancel a service contract for:
 - (1) nonpayment of the **Provider Fee**;
 - (2) conviction of the **Service Contract Holder** of a crime having as one of its necessary elements an act increasing a hazard covered by the **Service Contract**;
 - (3) discovery of fraud or material misrepresentation made by the **Service Contract Holder** or a representative of the **Service Contract Holder** in obtaining the **Service Contract** or by the **Service Contract Holder** in pursuing a claim under the **Service Contract**;
 - (4) discovery of a grossly negligent act or omission by the **Service Contract Holder** that substantially increases the hazards covered by the **Service Contract**;
 - (5) physical changes in the property covered by the **Service Contract** that result in the property becoming ineligible for coverage under the contract; or
 - (6) a substantial breach of duties by the **Service Contract Holder** related to the covered motor **Vehicle**.
- d) The provider of the **Service Contract** shall mail a written notice to the **Service Contract Holder** at the last known address of the **Service Contract Holder** contained in the records of the provider at least five days before cancellation by the provider. The notice shall state the effective date of the cancellation and the reason for the cancellation. Prior notice is not required if the reason for cancellation is nonpayment of the **Provider Fee** or fraud or a material misrepresentation by the **Service Contract Holder** in obtaining the **Service Contract** or by the **Service Contract Holder** in pursuing a claim under the **Service Contract**. If the provider cancels the **Service Contract**, the provider shall refund or credit to the account of the contract holder the prorated amount of the unearned **Provider Fee**, less any claims paid, within 45 days after the return of the **Service Contract** to the provider. If the provider does not pay or credit a refund owed under this subsection within 45 days after the provider

cancels the motor **Vehicle Service Contract**, a penalty in the amount of 10 percent of the unearned **Provider Fee** paid by the **Service Contract Holder** for each month the refund remains unpaid shall be added to the refund.

14. DISPUTE RESOLUTION AND ARBITRATION is amended to include the following: An arbitrator's expenses and fees, together with other expenses, shall be paid as provided in the award.

The following additional option is added to **14. DISPUTE RESOLUTION AND ARBITRATION: APPRAISAL OPTION**: The parties to this **Service Contract** have the ability to resolve a dispute over the value of a covered loss without the need to go to court. If **You** and **Us** fail to agree on the amount of a covered first party loss, either may make written demand upon the other to submit the dispute for appraisal. Within ten (10) days of the written demand, **You** and **Us** must notify the other of the competent appraiser each has selected. The two appraisers will promptly choose a competent and impartial umpire. Not later than fifteen (15) days after the umpire has been chosen, unless the time period is extended by the umpire, each appraiser will separately state in writing the amount of the loss. If the appraisers submit a written report of agreement on the amount of the loss, the agreed amount will be binding upon **You** and **Us**. If the appraisers fail to agree, the appraisers will promptly submit their differences to the umpire. A decision agreed to by one of the appraisers and the umpire will be binding upon **You** and **Us**. All expenses and fees, not including counsel or adjuster fees, incurred because of the appraisal shall be paid as determined by the umpire.

ARIZONA:

13.(B) OUR RIGHT TO CANCEL THIS AGREEMENT AND PROVIDE A REFUND: **We** cannot cancel or void this Agreement due to acts or omissions of **Us** or **Our** assignees or subcontractors for their failure to provide correct information or their failure to perform the services or repairs provided in a timely, competent, or workmanlike manner. Parts or components repaired or replaced pursuant to this Agreement will not be excluded. **We** may not cancel or void this Agreement for the following: (1) preexisting conditions that were known or that reasonably should have been known by **Us** or the selling **Dealer**; (2) prior use or unlawful acts relating to the product; or (3) misrepresentation by either **Us** or the selling **Dealer**; (4) ineligibility for the program, including gray market, and high performance autos.

14. DISPUTE RESOLUTION & ARBITRATION is amended to include: Arbitration cannot be an absolute dispute remedy and both parties must agree to arbitration. This arbitration provision does not prohibit an Arizona resident from following the process to resolve complaints under the provisions of A.R.S. §20-1095.09, Unfair Trade Practices as outlined by the Arizona Department of Insurance and Financial Institutions. To learn more about this process, **You** may contact the Arizona Department of Insurance and Financial Institutions at 100N. 15th Avenue, Suite 261 Phoenix, AZ 85007, Attn: Consumer Protection. **You** may directly file any complaint with the Arizona Department of Insurance and Financial Institutions against a Service Company issuing an approved Service Contract under the provisions of A.R.S. §§ 20-1095.04 and/or 20-1095.09 by contacting the Consumer Protection Division of the Arizona Department of Insurance and Financial Institutions at 602-364-3100 or difi.az.gov.

CONNECTICUT:

5. WHAT THIS AGREEMENT COVERS: If **Your Vehicle** is in **Our** custody being repaired, the **Coverage** under this Agreement will be extended until the repair to **Your Vehicle** is complete. If this Agreement expires within one year of purchase pursuant to the Application Section titled "**COVERAGE TERM AND COST**".

9A. WHERE TO GO FOR REPAIRS: (3) In house service is not provided under this Agreement. **You** are responsible for any costs to transport the covered **Vehicle** for service that exceed the towing allowances referenced in Section 6. of this Agreement.

If this Agreement's term is less than one (1) year, **Your** Agreement will automatically be extended if **Your Vehicle** is in **Our** custody for a repair.

13.(A)(4) YOUR RIGHT TO CANCEL THIS AGREEMENT AND RECEIVE A REFUND: This Agreement is cancelable if the covered **Vehicle** is returned, sold, lost, stolen, or destroyed.

14. DISPUTE RESOLUTION & ARBITRATION: **We** are required to make reasonable efforts with **You** to resolve disputes regarding **Your Service Contract**. In the event an agreement cannot be reached between **You** and **Us**. A written complaint may be mailed to: State of Connecticut, Insurance Department, P.O. Box 816, Hartford, CT 06142-0816, Attn: Consumer Affairs. The written complaint must contain a description of **Your** dispute, the **Service Contract** purchase price, the cost of the **Vehicle** repair and a copy of this **Service Contract** in accordance with provision CGS 42-260-3.

FLORIDA:

2B. FRAUDULENT CLAIM NOTICE: Under the Code, any people who, with the intent to injure, defraud or deceive any insurer, knowingly files an application for **Coverage** or a statement of claim that contains false, incomplete or misleading information is guilty of a felony of the third degree.

2C. FLORIDA OFFICE OF INSURANCE REGULATION: The Florida Office of Insurance Regulation does not regulate the rates charged for any Plans sold pursuant to this Agreement. The Florida Office of Insurance Regulation does not regulate Maintenance Plans.

Maintenance Plan Coverage is optional and may only be purchased in conjunction with the purchase of a motor vehicle service agreement plan. The purchase price of a Maintenance Plan must be disclosed separate and apart from the premium of a Motor Vehicle Service Agreement Plan.

12. TRANSFERABILITY: **You** may transfer the remaining coverage of the **Vehicle** under this Agreement, if **You** or if the transferee of this Agreement initiates the transfer process and provides the following items to **Us** within 60 days of the vehicle sale:

- (i) a statement of the mileage on the **Vehicle** at the time of transfer; and
- (ii) the name, address and phone number of the transferee;

You may not transfer Coverage if the Vehicle becomes a Branded Vehicle or is repossessed. Transferred Agreements may not be cancelled.

13.(A) YOUR RIGHT TO CANCEL THIS AGREEMENT AND PROVIDE A REFUND: If **We** receive a written cancellation request, including a copy of **Your** Application, and proof of payment on or before the 60th day from the **Signature Date** or **Effective Date**, **We** will cancel this Agreement and refund the purchase price **You** paid under this Agreement.

If **We** receive a written cancellation request, including a copy of **Your** Application, and proof of payment after the 60th day from the **Signature Date** or **Effective Date**, **You** will receive a refund of not less than 90% of the unearned pro rata premium paid under this Agreement.

13.(B) OUR RIGHT TO CANCEL THIS AGREEMENT AND PROVIDE A REFUND: **We** may cancel this Agreement within 60 days from this Agreement's **Signature Date** or **Effective Date** for any reason.

After 60 days from this Agreement's **Signature Date** or **Effective Date**, **We** may cancel this Agreement only for the following reasons:

- 1) If **You** failed to pay the purchase price for this Agreement (in which case **We** must provide **You** notice of cancellation by certified mail);
- 2) If **You** materially misrepresented any fact or circumstance to **Us** at the time of sale of this Agreement;
- 3) If **You** substantially breached **Your** duties under this Agreement to maintain or use the **Vehicle** as prescribed by the manufacturer;
- 4) **You** failed to repair a tampered or disabled odometer on the **Vehicle**.

If **We** cancel this Agreement, **We** will make a refund of not less than one hundred percent (100%) of the unearned gross amount that **You** paid for this Agreement (equally pro-rated basis) and **We** will not charge **You** a cancellation processing fee.

14. DISPUTE RESOLUTION & ARBITRATION: If the parties fail to agree on any matter concerning this Agreement or the Application or **You** allege damages under this Agreement or Chapter 634 of the Florida Statutes, then the matter shall be submitted to arbitration upon the written demand of either party. The arbitrator's decisions shall be non-binding on **You** and **Us**, unless both parties mutually agree to accept the arbitrator's decision as final. No suit shall be commenced in a federal, state or local court until such time as both **You** and **We** first address our disagreement in an arbitration proceeding pursuant to this Section. Each claim must be arbitrated individually. If there is a conflict between the Rules and this Agreement, this Agreement shall govern.

We will pay **Your** reasonable arbitration fees expenses that are in excess of \$125. **You** may employ an attorney to represent **You** in the Arbitration, but an attorney is not required. **We** will not pay **Your** attorney fees if **You** use an attorney. If **We** request arbitration, **We** will pay the arbitration filing fee. This Agreement is subject to the Federal Arbitration Act (9 U.S.C. section 1 et. seq.) and the arbitration decision shall be in writing with a supporting opinion.

GEORGIA:

This Agreement is not an insurance policy. However, **We** have an reimbursement insurance policy in effect with QBE Insurance Corporation, P.O. Box 372390, Denver, CO 80237-9714, 1-800-235-0413. **You** are entitled to make a direct claim against QBE Insurance Corporation, upon **Our** failure to perform under the Agreement within sixty (60) days after the repair order has been filed with **Us**. QBE Insurance Corporation, which issued the reimbursement insurance policy, shall pay on behalf of **Us** any sums **We** are legally obligated to pay or shall provide the service which **We** are legally obligated to perform according to **Our** contractual obligations under the Agreement issued or sold by **Us**.

8. **WHAT IS NOT COVERED BY THIS AGREEMENT:** The following exclusions are amended:

3. **Repair or replacement of any covered component when it has been determined that the condition existed prior to purchasing the Plan and was known to You;**
4. **Plan benefits where subsequent to purchasing the Plan, the Vehicle odometer reading has been stopped or altered and/or the Vehicle's actual mileage cannot be readily determined;**
9. **Repairs due to any alterations or modifications to the Vehicle made by You or with Your knowledge not approved or recommended by the manufacturer, including but not limited to: (a) failure of any custom or add-on / aftermarket part (unless listed as a specific covered part); (b) emissions and/or exhaust systems modifications; engine modifications, transmission modifications, and/or drive axle modifications, which includes any performance modifications; (c) oversized/undersized tires; (d) all frame or suspension modifications;**
10. **Repairs to covered components that are the direct result of the failure of alterations or modifications made by you or with your knowledge not recommended by the manufacturer.**

12.(h) failure due to fluid contamination;

13.(A) YOUR RIGHT TO CANCEL THIS AGREEMENT AND PROVIDE A REFUND: If You cancel the contract within 30 days from the **Signature Date** or **Effective Date**, You will receive a full refund. If You cancel the contract more than 30 days after the **Signature Date** or **Effective Date**, You will receive a pro-rata refund. Whether or not there is a claim in the first 30 days, We cannot be provided a pro-rata refund until after the first 30 days. Claims paid can be deducted from refunds.

If You cancel this Agreement within 30 days of the Agreement **Signature Date** or **Effective Date** and have not filed a claim, a 10% penalty per month shall be added to a refund that is not paid or credited within 45 days after We receive the cancellation request.

13.(B) OUR RIGHT TO CANCEL THIS AGREEMENT AND PROVIDE A REFUND: We may only cancel this Agreement due to fraud, material misrepresentation or nonpayment.

If We cancel prior written notice of cancellation will be sent to Your last known address at least thirty (30) days prior to cancellation by Us for fraud, material misrepresentation or nonpayment. Prior notice shall state the effective cancellation date and the reason for cancellation. If We cancel this **Service Contract**, You will be refunded a pro-rated amount of the **Service Contract** price, without any deductions.

14. **DISPUTE RESOLUTION AND ARBITRATION** is deleted in its entirety.

IDAHO:

Coverage afforded under this motor vehicle service contract is not guaranteed by the Idaho insurance guaranty association.

ILLINOIS:

5. **WHAT THIS AGREEMENT COVERS:** Unless specifically provided in this Agreement, this Agreement does not cover "wear and tear."

13.(A)(1) & (2): YOUR RIGHT TO CANCEL THIS AGREEMENT AND RECEIVE A REFUND:

- 1) If We receive a written cancellation request, including a copy of Your application, proof of payment and statement of the odometer reading, on or before the 30th day from the **Signature Date** or **Effective Date** and no claims have been filed under this Agreement, We will cancel this Agreement and refund the purchase price.
- 2) If We receive a written cancellation request, including a copy of Your application, proof of payment and statement of the odometer reading, after the 30th day or a claim has been filed at any time during the term of this Agreement from the **Signature Date** or **Effective Date**, We will divide the purchase price You paid for the Agreement by the number of months of **Coverage** provided by this Agreement. We will multiply this dollar amount by the remaining unused months and refund this amount ("Pro-Rata basis") to You.

INDIANA:

This service contract is not insurance and is not subject to Indiana insurance law.

2B. PROOF OF PAYMENT - Your proof of payment to Us constitutes proof of payment to the Insurer listed in provision **1B.** of this Agreement.

IOWA:

The Iowa Insurance Division regulates this Agreement. Its address is 1963 Bell Avenue, Suite 100, Des Moines, IA 50315 and its telephone number is (515) 654-6600.

13.(A) YOUR RIGHT TO CANCEL THIS AGREEMENT AND PROVIDE A REFUND: A ten percent (10%) penalty shall be added each month to a refund is not paid to You within thirty (30) days after You return this Agreement.

13.(B) OUR RIGHT TO CANCEL THIS AGREEMENT AND PROVIDE A REFUND: If We cancel this Agreement, We shall provide You written notice at Your last known address at least fifteen days prior to the effective date and such notice shall state the reason and effective date of cancellation.

LOUISIANA:

13.(A)(1) & (2) YOUR RIGHT TO CANCEL THIS AGREEMENT AND RECEIVE A REFUND: If

- 1) We receive a written notice of cancellation within thirty (30) days from the date this Agreement was delivered or mailed to You, We will provide You with a full refund.
If You cancel this Agreement after 30 days from the date the Agreement was delivered or mailed to You, You shall receive a refund on a "Pro-Rata" basis. For purposes of this section **13.A.**
- 2) "Pro Rata basis" will be determined by dividing the purchase price You paid for the Agreement by the number of months of **Coverage** provided by this Agreement. We will multiply this
- 3) dollar amount by the remaining unused months and refund this amount to You.

MAINE:

13.(B) OUR RIGHT TO CANCEL THIS AGREEMENT AND PROVIDE A REFUND: We may cancel this Agreement at any time during the term of this Agreement within 15 days prior written notice when sent to You at Your last known address. We will state the **Effective Date** of the cancellation and the specific grounds for cancellation. If any refund is owed, a Pro Rata Refund will be issued to You within thirty days of the cancellation date.

MARYLAND:

This Agreement is automatically extended if We fail to perform the services under this Agreement and it will not terminate until the services are provided in accordance with this Agreement.

13.(A) YOUR RIGHT TO CANCEL THIS AGREEMENT AND PROVIDE A REFUND: If We fail to provide Your full refund or credit Your account within forty-five (45) days of cancellation, a monthly penalty equal to ten percent (10%) of the purchase price for each month the refund is not paid or credited.

MINNESOTA:

MINNESOTA USED VEHICLE NOTICE: If, on the date You purchased a used Vehicle from a Minnesota Selling Dealer,

- A) the Vehicle had fewer than 36,000 miles from Zero Miles, the Selling Dealer may be required to warrant the Vehicle for (i) at least 60 days after the date You purchased the Vehicle or (ii) 2,500 miles, whichever occurs first.
- B) If, on the date You purchased a used Vehicle from a Minnesota Selling Dealer, the Vehicle had more than 36,000 miles but fewer than 75,000 miles from Zero Miles, the Selling Dealer may be required to warrant the Vehicle for (i) at least 30 days after the date You purchased the Vehicle or (ii) 1,000 miles, whichever occurs first.
- C) If, on the date You purchased a used Vehicle from a Minnesota Selling Dealer, the Vehicle had more than 75,000 miles from Zero Miles, the Selling Dealer is not required to warrant the Vehicle.

8. **WHAT IS NOT COVERED BY THIS AGREEMENT:** The following exclusions are amended:

4. **Repairs to the Vehicle if the odometer:**
 - a. has been tampered with, but only if the tampering occurs while the Vehicle is in Your possession or control; or
 - b. If You have failed to have a broken odometer repaired, if the odometer failed while the Vehicle is in Your possession or control.

30.Scheduled Maintenance Services,

- a. **For New Vehicles -** repairs resulting from the lack of required or recommended maintenance as contained in the **Scheduled Maintenance Guide for Your Vehicle;**
- b. **For Used Vehicles -** repairs resulting from the lack of required or recommended maintenance, provided that, at the time the used Vehicle came into Your possession or control: 1) the Vehicle still retained its owner's manual; or, 2) You were offered a copy of the owner's manual for an incremental

charge of ten dollars (\$10) or less; or 3) the maintenance requirements contained in the Scheduled Maintenance Guide were replaced with a new specific maintenance schedule.

MISSISSIPPI:

13. CANCELLATION AND REFUND:

A. Cancellation by Service Contract Holder

1. Cancellation by a **Service Contract Holder** shall require the **Service Contract Provider** to permit the **Service Contract Holder** to return the **Vehicle Service Contract** within twenty (20) days of the date the **Vehicle Service Contract** was mailed to the **Service Contract Holder**, within ten (10) days of delivery if the **Vehicle Service Contract** was delivered to the **Service Contract Holder** at the time of sale, or within a longer time period permitted under the **Vehicle Service Contract**.

Upon return of the **Vehicle Service Contract** to the **Service Contract Provider** within the applicable time period, if no claim has been made under the **Vehicle Service Contract** prior to its return to the **Service Contract Provider**, the **Vehicle Service Contract** will be voided, and the **Service Contract Provider** will refund to the **Service Contract Holder**, or credit to the account of the **Service Contract Holder**, the full purchase price of the **Vehicle Service Contract**. The right to void the **Vehicle Service Contract** provided in this subsection is not transferrable, applies only to the original **Service Contract Holder**, and is allowed only when no claim has been made prior to its return to the **Service Contract Provider**. 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 **Vehicle Service Contract** to the **Service Contract Provider**.

2. Subsequent to the time period specified in subsection (1), or if a claim has been made under the **Vehicle Service Contract** within that time period, a **Service Contract Holder** may cancel the **Vehicle Service Contract**, and the **Service Contract Provider** shall refund to the **Service Contract Holder** one hundred percent (100%) of the unearned pro rata purchase price of the **Vehicle Service Contract**, less the amount of any claims paid. A reasonable administrative fee may be charged by the **Service Contract Provider** not to exceed ten percent (10%) of the gross **Service Contract Provider** fee paid by the **Service Contract Holder**.

B. Cancellation by Service Contract Provider

1. Cancellation by the **Service Contract Provider** shall only occur in instances of nonpayment of the **Provider Fee**, a material misrepresentation by the **Service Contract Holder** to the **Service Contract Provider**, or a substantial breach of duties by the **Service Contract Holder** relating to the covered product or its use.
2. In the event of cancellation by a **Service Contract Provider** for reason other than nonpayment of the **Provider Fee**, the **Service Contract Provider** shall refund to the **Service Contract Holder** one hundred percent (100%) of the unearned pro rata purchase price of the **Vehicle Service Contract**, less the amount of any claims paid. A reasonable administrative fee may be charged by the **Service Contract Provider** not to exceed ten percent (10%) of the gross **Provider Fee** paid by the **Service Contract Holder**.

14. DISPUTE RESOLUTION AND ARBITRATION is deleted in its entirety.

NEBRASKA:

13.(A) YOUR RIGHT TO CANCEL THIS AGREEMENT AND PROVIDE A REFUND: If **You** cancel during the first thirty (30) days a one hundred percent (100%) refund of the service contract purchase price less any claims paid will be made. Refund will not include any finance charges associated with the service contract purchase price. If **You** cancel after thirty (30) days but within sixty (60) days, a one hundred percent (100%) refund of the service contract purchase price. If **You** cancel after sixty (60) days, a Pro-Rata refund of the service contract purchase price will be made based upon the greater of the time or mileage expired from the service contract purchase date less any claims paid.

13.(B) OUR RIGHT TO CANCEL THIS AGREEMENT AND PROVIDE A REFUND: If **We** cancel during the first sixty (60) days, **We** will refund one hundred percent (100%) of the service contract purchase price less any

claims paid. If **We** cancel after sixty (60) days, a Pro-Rata refund of the service contract purchase price will be made based on greater of time or mileage expired from the service contract purchase date less any claims paid. If the total of claims paid exceeds the amount of the refund, **Your** refund will be zero dollars (\$0.00). If **We** cancel, **We** will provide a written notice to **You** via certified mail sixty (60) days in advance of cancellation.

14. DISPUTE RESOLUTION & ARBITRATION is deleted in its entirety.

NEVADA:

2B. SPECIAL NOTICE - RENEWABILITY: This Agreement is non-renewable.

2C. SPECIAL NOTICE: If **You** are not satisfied with the manner in which **We** are handling the claim on the **Service Contract/Agreement**, **You** may contact the Nevada Commissioner by use of the toll-free telephone number: (888) 872-3234.

8. WHAT IS NOT COVERED BY THIS AGREEMENT: The following paragraph is added:

38. This Agreement will not be issued for any Vehicle where the New Vehicle Limited Warranty is void at the time of Application. If this Agreement is already in effect and the New Vehicle Limited Warranty on the Vehicle becomes void, this Agreement will not automatically exclude all Coverage for the Vehicle. In such situations, the Agreement will not cover any services that would otherwise have been provided under the New Vehicle Limited Warranty, but the Agreement will cover any other service listed in the Agreement, unless such Coverage is subject to other exclusions.

9A. WHERE TO GO FOR REPAIRS:

- (4) Prior approval may be necessary for services depending on the total cost of the repair. If prior approval is required, **Your** servicing **Dealer** will contact the Claims Administrator.

13.(A) YOUR RIGHT TO CANCEL THIS AGREEMENT AND PROVIDE A REFUND: **You** may cancel this Agreement by mailing written notice to the **Dealer** or the Administrator. If the **Service Contract** is cancelled within thirty (30) days from the **Effective Date** and no claim has been made, the **Service Contract Holder** will be refunded one hundred percent (100%) of the full purchase price of the contract. If the Agreement is cancelled within thirty (30) days from the **Effective Date** and a claim has been made, the **Service Contract Holder** will be refunded on a prorated basis. If the Agreement is cancelled after the first thirty (30) days, the Administrator shall refund the premium for this Agreement on a prorated basis.

13.(B) OUR RIGHT TO CANCEL THIS AGREEMENT AND PROVIDE A REFUND: The Agreement may be cancelled by the Administrator within the first seventy (70) days. In the event of cancellation after seventy (70) days, the Administrator may only cancel this Agreement if they discover one of the following: 1) fraud or material misrepresentation by **You**; 2) failure by **You** to pay an amount when due; or 3) act or omission by **You**, which occurred after the effective date of this Agreement and which substantially and materially increases the service required under this Agreement. If the Administrator cancels the Agreement, the return premium will be one hundred percent (100%) of the full purchase price of the Agreement. Cancellation will not become effective until fifteen (15) days after the Administrator mails **You** a notice of cancellation to **Your** last known address. The Administrator will pay a ten percent (10%) penalty per month to any refund that is not paid or credited to **You** within forty-five (45) days after the return of this Agreement.

Whether this Agreement is cancelled by You or by the Administrator, no cancellation fees will be deducted from any returned premiums.

14. DISPUTE RESOLUTION & ARBITRATION is deleted in its entirety.

NEW HAMPSHIRE:

2B. SPECIAL NOTICE TO NEW HAMPSHIRE RESIDENTS ONLY: Please direct all questions or complaints concerning this Agreement to **Us** at P.O. Box 2700, Troy, MI 48007-2700. In the event **You** do not receive satisfaction under this contract, **You** may contact the New Hampshire Insurance Department at either: 21 South Fruit Street, Suite 14, Concord, New Hampshire 03301, or (603) 271-2261.

NEW MEXICO:

New Mexico Fraud Warning: ANY PERSON WHO KNOWINGLY PRESENTS A FALSE OR FRAUDULENT CLAIM FOR PAYMENT OF A LOSS OR BENEFIT OR KNOWINGLY PRESENTS FALSE INFORMATION IN AN APPLICATION FOR INSURANCE IS GUILTY OF A CRIME AND MAY BE SUBJECT TO CIVIL FINES AND CRIMINAL PENALTIES.

2A. INSURER "CUT-THROUGH" BENEFITS:

This **Service Contract** is insured by QBE Insurance Corporation. If the **Service Contract Provider** fails to pay **You** or otherwise provide **You** with the covered service within 60 days of **Your** submission of a valid claim, **You** may submit **Your** claim to QBE Insurance Corporation at One QBE Way, Sun Prairie, WI 53596, or call the toll-free number at 1-800-235-0413. If **You** have any concerns regarding the handling of **Your** claim, **You** may contact the Office of Superintendent of Insurance at 855-427-5674.

13.(B) OUR RIGHT TO CANCEL THIS AGREEMENT AND PROVIDE A REFUND: No Agreement that has been in effect for at least seventy (70) days may be canceled by the Administrator before the expiration of the agreed term or one (1) year after the effective date of the Agreement, whichever occurs first, except on any of the following grounds:

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

Cancellation of this Agreement may not become effective until at least fifteen (15) days after a notice of cancellation is mailed to **You**.

NEW YORK:

2B. SPECIAL NOTICE - FOR GENERAL INFORMATION, WE MAY BE CONTACTED AT: 1-800-235-0413.

NORTH CAROLINA:

13.(A)(1) & (2) YOUR RIGHT TO CANCEL THIS AGREEMENT AND RECEIVE A REFUND: If **You** cancel this Agreement, **We** will refund the unearned purchase price pro-rated based upon the unused months of Coverage.

OKLAHOMA:

This is not an insurance contract. Coverage afforded under this Agreement is not guaranteed by the Oklahoma Insurance Guaranty Association.

13.(A) YOUR RIGHT TO CANCEL THIS AGREEMENT AND PROVIDE A REFUND: If **You** cancel this Agreement, **Your** refund will equal ninety percent (90%) of the unearned pro rata provider fee, less the actual cost of any claims paid.

13.(B) OUR RIGHT TO CANCEL THIS AGREEMENT AND PROVIDE A REFUND: If **We** cancel this Agreement, **Your** refund will equal one hundred percent (100%) of the unearned provider fee, less any claims paid.

OREGON:

OREGON NOTICE:

In the event FCA Service Contracts LLC is not able to fulfill its obligations under the Plan Terms and Conditions, **You** may contact the insurer at the following:

QBE Insurance Corporation
One QBE Way
Sun Prairie, Wisconsin 53596
1-800-362-5448

Both paragraphs under **1B. INTRODUCTION & PARTIES** are deleted in their entirety and replaced with the following: All **Service Contract** obligations, including the Application (this "Agreement") are between FCA Service Contracts LLC, the obligor (hereinafter referred to as "**We**", "**Us**", or "**Our**") and the **Service Contract Holder** (hereinafter referred to as "**You** or "**Your**").

2B. COMPLAINTS: Unresolved complaints can be addressed to the Department of Consumer and Business Services, Oregon Insurance Division, Consumer Advocacy Unit, 350 Winter Street NE, Room 300-2, Salem, Oregon 97301. The telephone number is 1-888-877-4894.

14. DISPUTE RESOLUTION AND ARBITRATION is deleted in its entirety.

SOUTH CAROLINA:

2B. SPECIAL NOTICE - WHO YOU SHOULD CONTACT (SOUTH CAROLINA RESIDENTS ONLY): Please direct all questions or complaints concerning this Agreement to **Us** at PO Box 2700, Troy, MI 48007-2700. In the event that **We** do not timely resolve such matters, **You** may contact the South Carolina of Insurance at either: PO Box 100105, Columbia, South Carolina, 29202-3105, or (800) 768-3467.

TEXAS:

2B. COMPLAINTS: Unresolved complaints concerning a provider or questions concerning the registration of a **Service Contract Provider** may be addressed by the Texas Department of Licensing and Regulation, PO Box 12157, Austin, Texas 78711, telephone number 512-463-6599 or 800-803-9202.

2C. SPECIAL NOTICE – FOR GENERAL INFORMATION, WE MAY BE CONTACTED AT 1-800-235-0413.

13.(A) YOUR RIGHT TO CANCEL THIS AGREEMENT AND RECEIVE A REFUND: The right to cancel this Agreement is not transferable to subsequent **Service Contract Holders**.

UTAH:

NOTICE: Coverage afforded under this **Service Contract** is not guaranteed by the Utah Property and Casualty Guaranty Association. This **Service Contract** is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department.

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

3. DEFINITIONS is amended as follows:

The definition for **Emergency Repair** is deleted in its entirety.

9A. WHERE TO GO FOR REPAIRS:

- (3) To request reimbursement, **You** must provide a copy of the repair order and proof of payment to **Us**, Inc. within 90 days from the repair order open date or payment receipt date. Provided however, failure to give such notice does not invalidate a request for reimbursement made by **You**, if **You** show it was not reasonably possible to give the notice within the prescribed time and the notice was given as soon as reasonably possible.

9B. REPAIRS ARE MADE WITH AUTHORIZED NEW OR REMANUFACTURED PARTS: The replaced parts will, at our option, be remanufactured, used or new parts of like kind and quality compatible with the original design specifications and wear tolerances of the **Vehicle** and will comply with applicable state and federal laws.

13.(B) OUR RIGHT TO CANCEL THIS AGREEMENT AND PROVIDE A REFUND: **We** may cancel **Your Contract** at any time if premium is not paid when due by giving 10 days written notice. If **Your Contract** has been in effect for less than 60 days, **We** may cancel by giving 10 days written notice. If **Your Contract** has been in effect for 60 days or more, **We** may cancel only for one or more of the following reasons: The **Contract** was obtained through material misrepresentation; there has been a substantial change in the risks assumed, unless **We** should have foreseen the change or contemplated the risk when entering into the **Contract**; **You** have committed substantial breaches of **Your** contractual duties, conditions or warranties. **We** will mail a written notice to **You** at **Your** last known address contained in **Our** records at least 30 days prior to cancellation by **Us**. The notice shall state the effective date of the cancellation and the reason for cancellation.

14. DISPUTE RESOLUTION AND ARBITRATION is deleted in its entirety.

VIRGINIA:

If any promise made in this Agreement 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 Service, Office of Charitable and Regulatory Programs to file a complaint.

WASHINGTON:

We only have sixty (60) days from the date of the sale of this Agreement to determine whether or not **Your Vehicle** qualifies for this Agreement and after sixty (60) days, **Your Vehicle** will be qualified and **We** cannot cancel based on eligibility. The implied warranty of merchantability on the **Vehicle** is not waived if **You** purchased this Agreement within 90 days of the purchase of the **Vehicle** and **We** also sold the **Vehicle**.

The definition of "**You**" and "**Your**" means the **Service Contract Holder**.

The definition of "**We**", "**Us**" and "**Our**" means the **Service Contract Provider** of this Agreement.

2A. INSURER GUARANTEE is deleted and replaced with the following: **You** may file a claim, including all sums which **We** are legally obligated to pay to **You**, directly with QBE Insurance Corporation, subject to the exclusions, deductions and limitations contained in this Agreement and in the underlying policy of insurance. The policy also covers **Our** cancellation refund obligations. **You** may contact QBE Insurance Corporation using the information in Section **1D**.

You are not required to wait sixty (60) days to file a claim for service or other benefit owed pursuant to this Agreement directly with the insurer of this Agreement.

10. YOUR RESPONSIBILITIES FOR CARE OF THE VEHICLE is amended to include the following:

Failure to have the required maintenance performed and/or failure to provide verifiable receipts when requested will result in denial of Coverage if the failure to maintain **Your** approved **Vehicle** involved the failed part or parts.

11. INELIGIBLE OR EXCESS COVERAGE: If **You** were charged for **Coverage** for which **Your Vehicle** is ineligible, **We** will refund the charge. **We** may cancel this Agreement within 60 days of this Agreement being mailed or delivered to **You** for ineligible **Coverage**. **You** will be notified of the refund and the termination of any ineligible **Coverage**.

13.(A) YOUR RIGHT TO CANCEL THIS AGREEMENT AND RECEIVE A REFUND: **You** may cancel this Agreement by submitting a written request to **Us** stating the date upon which the cancellation is effective and containing a copy of **Your** Agreement and the current mileage on **Your Vehicle**. During the first sixty (60) days from the Agreement Sale Date, **We** or the Seller will refund **You** 100% of the Agreement Sale Price, less any claims paid on **Your** Agreement. After the first sixty (60) days from the Agreement Sale Date, **We** or the Seller will refund **You** a pro-rated amount of the Agreement Sale Price, based on the lesser of the months or miles remaining, less a twenty-five-dollar (\$25) cancellation fee. A ten percent (10%) penalty per month shall be added to a refund that is not made within thirty (30) days of return of this Agreement to **Us**.

13.(B) OUR RIGHT TO CANCEL THIS AGREEMENT AND PROVIDE A REFUND: **We** may cancel this Agreement during the first sixty (60) days of the Agreement sale date for any reason. If **We** cancel this Agreement, **We** or the Seller will refund **You** 100% of the Agreement sale price. After the first sixty (60) days, **We** may only cancel this Agreement for misrepresentation in obtaining this Agreement or in the submission of a claim or for nonpayment of the Agreement charge by **You**.

WHO ISSUES REFUND PAYMENTS: Refund payments will be made by FlexCare Advantage.

14. DISPUTE RESOLUTION & ARBITRATION: Arbitration proceedings under this Agreement will be binding. All arbitration will be conducted in conformity with Chapter 7.04A RCW. Any dispute arising out of this Agreement shall be brought in a state court of Washington. Any arbitration proceeding initiated under this Agreement shall be held at a location in closest proximity to **Your** permanent residence. The Insurance Commissioner of Washington is the Service Provider's attorney to receive service of process in any action, suit or

14A. CIVIL ACTION: The State of Washington is the jurisdiction of any civil action in connection with this **Service Contract**.

WISCONSIN:

WISCONSIN DISCLOSURE: THIS CONTRACT IS SUBJECT TO LIMITED REGULATION BY THE COMMISSIONER OF INSURANCE.

1F. ADMINISTRATION: State filings are administered by:

QBE Administration Services, Inc.
One QBE Way
Sun Prairie, Wisconsin 53596

11. INELIGIBLE OR EXCESS COVERAGE: If **You** were charged for **Coverage** for which **Your Vehicle** is ineligible or **Coverage** in excess of the maximum allowed under this Agreement, **We** will refund the excess charge. **We** may cancel this Agreement within 60 days of this Agreement being mailed or delivered to **You** for ineligible or excess **Coverage**. **You** will be notified of the refund and the termination of any ineligible or excess **Coverage**.

13.(A) YOUR RIGHT TO CANCEL THIS AGREEMENT AND RECEIVE A REFUND:

(1) If **You** request cancellation within thirty (30) days of the **Service Contract Effective Date** and no claim has been made, **You** will receive a full refund of the **Provider Fee**, no more than 45 days from the receipt of the cancellation notice by the Administrator, or sooner if required by state law, and **We** will not impose a cancellation fee. The right to void this **Service Contract** is not transferable and applies only to the original **Service Contract Holder**, and only if no claim has been made. A penalty of ten percent (10%) per month of the refund amount outstanding shall be added to any refund that is not paid or credited within forty-five (45) days after return of this **Service Contract** to **Us**.

(2) If **You** request cancellation within thirty (30) days of the **Service Contract Effective Date**, and a claim has been paid or is pending to be paid, **We** will refund 100% of the unearned pro rata **Provider Fee** no more than 45 days from the receipt of the cancellation notice by the Administrator, or sooner if required by state law, based on the days remaining in force under the Coverage Term and **We** will not impose a cancellation fee.

(3) If **You** request cancellation more than thirty (30) days after the **Service Contract Effective Date**, **We** will refund 100% of the unearned pro rata **Provider Fee** no more than 45 days from the receipt of the cancellation notice by the Administrator, or sooner if required by state law, based on the days remaining in force under the Coverage Term, less any claims paid or pending to be paid, less an administrative fee not to exceed ten percent (10%) of the **Provider Fee** or seventy-five dollars (\$75.00), whichever is less.

(4) In the event of a total loss of the covered **Vehicle** by this **Service Contract** that is not covered by a replacement **Vehicle** pursuant to the terms of the **Service Contract**, **You** shall be entitled to cancel the **Service Contract** and receive a full refund of the **Provider Fee** during the first (30) days and a cancellation fee will not be imposed. After the first thirty (30) days, **You** are entitled to a pro rata refund of any unearned provider fee, less any claims paid and a cancellation fee will not be imposed. Any refunds owed will be paid or credited no more than 45 days from the receipt of the cancellation notice by the Administrator or sooner if required by state law.

13.(B) OUR RIGHT TO CANCEL THIS AGREEMENT AND PROVIDE A REFUND:

We may cancel this **Service Contract** for a material misrepresentation by **You** to **Us** or the Administrator, or substantial breach of duties by **You** relating to the **Vehicle** or its use.

(1) If this **Service Contract** is canceled by **Us** during the first thirty (30) days for any reason other than non-payment, and no claim has been made, **We** shall issue a full refund or credit and no cancellation fee will be imposed.

(2) If this **Service Contract** is canceled by **Us** during the first thirty (30) days and a claim has been paid or pending to be paid or if this **Service Contract** is canceled by **Us** after the first (30) days, **We** shall refund or credit the **Service Contract Holder** one hundred percent (100%) of the paid unearned pro rata **Provider Fee**, less any claims paid, and no cancellation fee will be imposed. The pro rata refund will be calculated reflecting the days in force under the Coverage Term. Any refunds owed will be paid or credited no more than 45 days from the effective date of cancellation by the Obligor.

A written notice of cancellation, stating the effective date and reason for the cancellation will be mailed to the **Service Contract Holder** at the last known address at least five (5) days before the effective date of the cancellation.

In the event the cost of this **Service Contract** was financed, and a refund is owed, then the lender of said financing will be additionally named on the refund check. However, if **Your Vehicle** is repossessed or is deemed a total loss, the lender will be named the sole payee on the refund check, and the refund check will be delivered to the lender.

14. DISPUTE RESOLUTION & ARBITRATION: **You** or **We** must mutually agree to have any dispute related to this Agreement or the Application decided by non-binding arbitration administered by the Better Business Bureau (BBB). If there is a conflict between the Rules and this Agreement, this Agreement shall govern.

If **You** initiate the arbitration process, BBB will charge **You** an arbitration filing fee of \$50. **You** may employ an attorney to represent **You** in the arbitration, but an attorney is not required. **We** will not pay **Your** attorney fees if **You** use an attorney.

This Agreement is subject to the Federal Arbitration Act, 9 U.S.C. §§1 et seq. The arbitration decision shall be in writing with a supporting opinion.

WYOMING:

1B. INTRODUCTION & PARTIES (FCA Service Contracts LLC): In the State of Wyoming, the **Service Contract Provider** is FCA Service Contracts LLC.

5A. COVERED ITEMS – Extended Care Plus is amended as follows:

KEY FOBS paragraph is deleted in its entirety.

14. DISPUTE RESOLUTION & ARBITRATION is deleted in its entirety.