

MAXCARE SERVICE CONTRACT

ADMINISTRATOR:
175 WEST JACKSON BLVD., 12TH FLOOR
CHICAGO, ILLINOIS 60604

CUSTOMER NO.

In Florida, the Obligor and Administrator is:
Automotive Warranty Services of Florida, Inc.
Florida License #60023

CONTRACT NO.

If Your Vehicle experiences a Breakdown, first contact the Administrator for a preferred Repair Facility by visiting us at:

www.mrclaims.net or calling toll free: **(800) 731-2834**

Administrator hours Monday through Friday 7:00AM – 7:00PM (Central Time)

MY MAXCARE INFORMATION SCHEDULE**1. Covered Vehicle**

| | | |
|------|----------|-----------|
| VIN | Car Code | Car Class |
| Make | Model | Year |
| | | Odometer |

2. Customer

| | |
|-----------------------|-----------------------|
| Buyer Name | Co-Buyer Name |
| Street | Street |
| City, State, Zip Code | City, State, Zip Code |
| Telephone Hm Wk | Telephone Hm Wk |
| E-Mail Address | E-Mail Address |

3. MaxCare Service Contract Information

Service Contract Term: This Service Contract begins on the **Purchase Date** (See Key Terms) and at the Current Odometer Reading stated in Section 1 of the Information Schedule. This Service Contract ends when the **Months** indicated below from the **Purchase Date** is reached or when the Expiration **Miles** indicated below are registered on the odometer, whichever occurs first.

Months Expiration Miles

| | | |
|---------------------|---|--------------------------------|
| MAXCARE PLAN | Deductible: Deductible reflects price at non-CarMax Repair Facility. Deductible will be fifty dollars (\$50) lower at a CarMax Service Center. | Service Contract Price: |
|---------------------|---|--------------------------------|

4. Selling Location

| | | |
|--------------|-------|-----------|
| Store Number | Name | Street |
| City | State | Zip Code |
| | | Telephone |

5. Lienholder

I, the undersigned holder of this Service Contract, hereby authorize the following Lienholder: 1. To receive any refund for credit to my account in the event this Service Contract is canceled; and 2. To cancel the Service Contract in the event I default in my obligation to such Lienholder. **In Utah and Wyoming: Statement #2 does not apply.**

Name Address

Notice to Customer:

- The purchase of this Service Contract is not required to obtain financing or to purchase or lease this Vehicle.
- You are required to obtain authorization prior to beginning any repairs covered by this Service Contract. Refer to "Your Responsibilities" for instructions.
- You must follow the maintenance procedures listed in "Maintenance Requirements." If Your failure to follow the procedures causes a Breakdown, You may be denied coverage.
- The benefits provided under a Warranty required by state law are not covered by this Service Contract.
- If the manufacturer's Warranty has been declared void, this Service Contract does not cover the Vehicle until the end of what would have been the manufacturer's Warranty.
- The Service Contract Price may be financed with the purchase of this Vehicle. Other payment options may be available.
- The Service Contract runs concurrent with, and is secondary to, any applicable manufacturer's Warranty.

Purchase Date
Month Day Year

Signed By
CarMax Representative

Signed By
Buyer

Signed By
Co-Buyer

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In return for payment by You of the Service Contract Price, We agree with You as follows:

Who to Contact if You Have a Breakdown

If a Breakdown occurs, contact the Administrator for a preferred Repair Facility by visiting us at:

www.mrclaims.net

or calling toll free: (800) 731-2834

Service hours Monday through Friday 7:00AM – 7:00PM (Central Time)

Key Terms

- “Authorization” means approval from the Administrator to complete repairs under this Service Contract
- “Breakdown” means the failure of any part covered by this Service Contract to perform its intended functions(s) in normal service.
- “Cost” means the reasonable and customary charges for Parts and labor necessary to repair or replace the Parts covered. These charges shall not exceed manufacturer’s suggested retail price for Parts and labor allowances derived from nationally recognized labor time publications.
- **“DEDUCTIBLE” means the amount that You must pay for covered repairs per visit as shown on the MY MAXCARE Information Schedule. However, the Deductible shown in Section 3 of the MY MAXCARE Information Schedule lowers by fifty dollars (\$50) if covered repairs are performed at a CarMax Service Center. If Your Cost is a Warranty Deductible charge, this Service Contract will pay the charge.**
- “Maintenance” means Maintenance procedures required by the manufacturer.
- “Months” means the number of Months shown on the MY MAXCARE Information Schedule.
- “Miles” means the number of Miles shown on the MY MAXCARE Information Schedule.
- “OEM” means Original Equipment Manufacturer.
- “Odometer Miles” means the actual Miles Your Vehicle has traveled as recorded on an unaltered odometer.
- “Parts” original equipment or at the Administrator’s option, replacement parts used in covered repairs may include new, remanufactured, used or non-original equipment manufacturer parts.
- “Purchase Date” means the date You purchased this Service Contract shown on the MY MAXCARE Information Schedule.
- “Repair Facility” means a CarMax Repair Facility, franchised automobile dealer or licensed Repair Facility that provides a written Parts and labor guarantee for covered repairs of not less than 6 Months and 6,000 Miles.
- “Service Contract” means Mechanical Repair Service Contract hereafter referred to as Service Contract.
- “Service Contract Price” means the amount You paid for this Service Contract as shown on the MY MAXCARE Information Schedule.
- “Selling Location” means the CarMax location where You purchased this Service Contract shown on the MY MAXCARE Information Schedule.
- “Vehicle” means the covered car or truck shown on the MY MAXCARE Information Schedule.
- “Warranty” means any manufacturer Warranty, Warranty required by state law, dealer Warranty or a Repair Facility guarantee.

Key Terms (continued)

- “We”, “Us” and “Our” and “Administrator” mean Consumer Program Administrators, Inc., 175 West Jackson Blvd., Chicago, Illinois 60604, 1-800-731-2834.
- “You” and “Your” mean the buyer and/or co-buyer shown on the MY MAXCARE Information Schedule, or an eligible person to whom this Service Contract has been properly transferred.

What This Service Contract Covers

- **Breakdown:** During the Service Contract Period, We will pay a Repair Facility, or at Our option, reimburse You the Cost to remedy any covered Breakdown of Your Vehicle less Your Deductible except items listed under “What This Service Contract Does Not Cover.”
- **Rental Reimbursement:** When a Breakdown renders Your Vehicle inoperable or unsafe to drive or requires Your Vehicle to be held by a Repair Facility overnight for covered repairs, We will pay Your actual expenses to rent a replacement Vehicle from a licensed rental agency not to exceed \$40 per day for a maximum of 7 days for any one Breakdown.
- **Towing Reimbursement:** When a covered Breakdown disables Your Vehicle, We will pay for towing expenses not to exceed \$100 per disablement.

Your Maintenance Requirements

In order to keep Your Service Contract valid, You must follow the Maintenance procedures recommended by the manufacturer of Your Vehicle. You must keep receipts which verify the Vehicle identification number, work orders and other documentation that shows date, a description of Your Vehicle, mileage and services performed. We may require You to furnish the Administrator with proof that the specified services have been performed. Failure to show proof of servicing may result in the denial of coverage.

What This Service Contract Does Not Cover

We will not pay for or cover the following:

Maintenance and non-mechanical Parts:

1. The Maintenance services and Parts described under Maintenance requirements as shown in the manufacturer’s Maintenance schedule for Your Vehicle. If You do not receive an owner’s manual at the time of purchase it is Your responsibility to obtain a manual and follow its guidelines. See Your Selling Location to learn how to obtain an owners manual for Your Vehicle.
2. Other normal Maintenance services and Parts including engine tune-up (includes spark plugs, glow plugs, ignition wires, distributor cap and rotor), batteries, filters, lubricants or fluids, air conditioning refrigerant, engine coolant, all hoses and belts (not specifically listed), wiper blades, brake pads and shoes, brake rotors and drums, suspension alignment, tires, wheel covers, wheel rims, wheels, wheel balancing, shock absorbers, exhaust system, catalytic converter, friction clutch disc and pressure plate, and clutch throw out bearing.
3. Glass, glass framework, fastening adhesives, sealed beam head lamps, light bulbs, lenses, trim, moldings, bright metal, upholstery, vinyl and convertible tops, paint, sheet metal, bumpers, alignment of body parts, flexible body parts, door panels, body panels, structural framework, structural welds, and removable hardtop assemblies.
4. Repairs made solely to meet or maintain any governmental emission standards.
5. Repairs of water and air leaks, rattles, squeaks and wind noise.
6. Expenses charged for the disposal of environmentally unsafe materials, non-specific materials or shop supplies.

Modifications (unless performed by the manufacturer or their representative and within normal, operating specifications):

7. Aftermarket accessories or equipment installed after Vehicle purchase date. These include but are not limited to: anti-theft systems, radar detectors, CB radios, audio/visual equipment, cruise control, sun roof, solar powered devices, telephones, lift kits, TV/VCR/DVD and related components and appliances.
8. Breakdown caused by or aggravated by, but not limited to, tires two or more sizes larger or smaller than manufacturer specifications, lift kits, aftermarket performance Parts or systems.
9. Breakdown due to modifications to plow snow, whether the snowplow blade is attached to the Vehicle or not.
10. Repair of valves and/or rings for the purpose of raising the engine’s compression when a Breakdown has not occurred.

What This Service Contract Does Not Cover (continued)

Non-standard use or manufacturer origin:

11. Breakdown caused by towing a trailer or another Vehicle unless Your Vehicle is equipped for this as recommended by the manufacturer of Your Vehicle.
12. Breakdown caused by using Your Vehicle for racing or other competition.
13. Commercial use including, but not limited to use as: taxi, police car or other emergency vehicle, hauling, construction (other than driving to and from work), pick-up and delivery service, daily rentals, carrying passengers for hire, snowplowing and company pool use or business travel when the Vehicle is used by more than one driver.
14. If Your Vehicle was manufactured as a non-U.S. specification model.

Collision, physical damage and cosmetics:

15. Breakdown caused by collision, fire, theft, vandalism, riot, terrorist acts, war, explosion, lightning, earthquake, hurricane, volcanic eruption, windstorm, tropical storm, hail, water, freezing or flood.
16. If Your Vehicle has been declared a total loss, salvaged or junk vehicle.
17. To correct a cosmetic imperfection or breakdown or damage caused by rust or weather-related corrosion.

Negligence, misrepresentation or misuse:

18. Failure to observe the manufacturer's maintenance manual for instructions regarding warning devices or any documented warnings provided by a qualified Repair Facility.
19. Breakdown when contaminated fluids caused or contributed to the Breakdown.
20. Breakdown or damage caused by abuse or misuse.
21. Loss or damage which is caused by Your or operator's failure to use all reasonable precautions to protect the Vehicle from any further loss or damage after a Breakdown or failure has occurred or been indicated.
22. Damage caused to Your engine resulting from the ingestion of water through the engine air intake system (commonly referred to as water ingestion).
23. Your Vehicle's odometer has been stopped, altered or misrepresents Your Vehicle's actual mileage.
24. Damage caused by contamination, overheating from lack of coolant or lubricants, improper specification (type) of fluids, lack of oil viscosity, sludge or restricted oil flow. Examples include but not limited to: engine and transmission.

Existing Warranty and manufacturer recalls:

25. Costs covered by any Warranty regardless of whether they honor such Warranty.
26. Costs that are or would have been covered under any Vehicle Warranty whether or not such Warranty is in effect in another country or has been voided by the manufacturer.
27. Breakdown that is a direct result of a mechanical or structural defect when the manufacturer of Your Vehicle has announced a public recall for the purpose of correcting such a defect.

Miscellaneous:

28. Repairs performed without the Administrator's prior Authorization.
29. Loss of time, economic loss, inconvenience, lodging, food, freight charges, core charges, storage charges, or other consequential loss or damage that resulted from a Breakdown. Consequential or incidental damage or loss should Your Vehicle be involved in a collision caused by or involving a Breakdown.
30. Breakdown of a covered part resulting from the failure of a non-covered part.
31. To repair, replace, adjust or align any part not covered by this Service Contract unless required in conjunction with the repair of a covered part.
32. For diagnosis charges, cost of disassembly or assembly if Your repair is not covered or has been denied.
33. Any repair or replacement of a covered part if no Breakdown has occurred regardless of Repair facility recommendations; or if the wear on a part has not exceeded the specified field tolerance, as defined by the manufacturer.

Your Responsibilities

You are responsible for making sure the oil warning light/gauge and the temperature warning light/gauge are functioning before driving Your Vehicle. You are required to safely pull Your Vehicle off the road and shut down the engine immediately when either of these lights/gauges indicates a problem.

If You experience a Breakdown, You agree to:

- Use all reasonable means to protect Your Vehicle from further damage.
- Notify the Administrator as soon as possible.
- Authorize the Repair Facility to perform necessary diagnostic work and provide "teardown authorization" so that the Repair Facility can provide an accurate diagnosis and estimate of repairs. **IMPORTANT: WE WILL NOT PAY FOR DIAGNOSIS CHARGES FOR REPAIRS NOT COVERED UNDER THIS SERVICE CONTRACT.**

Your Responsibilities (continued)

- **Furnish the Administrator with such information as the Administrator may reasonably require, and if requested provide proof of Your Vehicle's regular Maintenance during the Service Contract Period as defined in Your Maintenance Requirements.**
- **Reserve for the Administrator the right to refer Your Vehicle to the Selling Location or a Repair Facility that sells and services Your type of Vehicle, for certain repairs.**
- **Allow the Administrator to examine Your Vehicle if the Administrator asks to do so.**
- **Obtain Authorization from the Administrator prior to beginning any repairs covered by this Service Contract.**
- **Call the following business day or as soon as reasonably possible to receive claim filing instructions should a Breakdown occur on a weekend or holiday. Customer service hours are 7:00 AM – 7:00 PM (Central Time) Monday through Friday.**

General Provisions

1. **Service Contract period:** The term of this Service Contract is the Months and Miles shown on the MY MAXCARE Information Schedule. The Service Contract begins on the Purchase Date (see Key Terms) and at the Current Odometer Reading stated in Section 1 of MY MAXCARE Information Schedule. The term ends when the Months from the Purchase Date is reached or when the Expiration Miles are registered on the odometer, whichever occurs first.
2. **When and where You are covered:** You are covered when this Service Contract is issued or transferred to You. This Service Contract applies only to Breakdowns occurring within the continental United States of America, Alaska, Hawaii and Canada.
3. **If You have other coverage:** If the manufacturer or Repair Facility agrees to cover all or some of the Cost of a Breakdown after a Warranty or guarantee has expired, We will pay only for any extra Cost. If You have any other Rental Reimbursement coverage or Towing and Road Service coverage, We will pay only the amount in excess of that coverage, subject to the limits of this Service Contract.
4. **Your help and cooperation:** Your help and cooperation is required if We ask You to help Us enforce Your rights against any manufacturer or Repair Facility who may be responsible to You for the Cost of repairs covered by this Service Contract.
5. **Subrogation:** If We pay for a loss, We may require You to assign to Us Your rights of recovery against others. We will not pay for a loss if You impair these rights to recover. Your rights to recover from others may not be waived.
6. **Dispute resolution – arbitration:** This Service Contract requires binding arbitration if there is an unresolved dispute between You and Us concerning this Service Contract (including the Cost of, lack of or actual repair or replacement arising from a Breakdown). Under this Arbitration provision, You give up Your right to resolve any dispute arising from this Service Contract by a judge and/or a jury. You also agree not to participate as a class representative or class member in any class action litigation, any class arbitration or any consolidation of individual arbitrations. In arbitration, a group of three arbitrators (each of whom is an independent, neutral third party) will give a decision after hearing Your and Our positions. The decision of a majority of the arbitrators will determine the outcome of the arbitration and the decision of the arbitrators shall be final and binding and cannot be reviewed or changed by, or appealed to, a court of law.
To start arbitration, either You or We must make a written demand to the other party for arbitration. This demand must be made within one (1) year of the earlier of the date the Breakdown occurred or the dispute arose. You and We will each separately select an arbitrator. The two arbitrators will select a third arbitrator called an "umpire." Each party will each pay the expense of the arbitrator selected by that party.
The expense of the umpire will be shared equally by You and Us. Unless otherwise agreed to by You and Us, the arbitration will take place in the county and state in which You live. The arbitration shall be governed by the Federal Arbitration Act (9 U.S.C.A. § 1 et. seq.) and not by any state law concerning arbitration. The rules of the American Arbitration Association (www.adr.org) will apply to any arbitration under this Service Contract. The laws of the state of Illinois (without giving effect to its conflict of law principles) govern all matters arising out of or relating to this Service Contract and all transactions contemplated by this Service Contract, including, without limitation, the validity, interpretation, construction, performance and enforcement of this Service Contract.
7. **Transferability:** Your rights and duties under this Service Contract may only be transferred to a subsequent owner directly by You within thirty (30) days from the date of sale to the subsequent owner and upon payment to Us of a \$30 transfer fee. This Service Contract may not be transferred to any entity in the business of selling or leasing motor vehicles. This Service Contract can only be transferred if the remaining portion of the Warranty including Powertrain Warranty has not been reduced or voided. In the event of Your death, the benefits of this Service Contract will be available to Your spouse or legal representative.

General Provisions (continued)

8. How This Service Contract may be canceled – Including Refunds And Charges

Cancellation by You

You may cancel this Service Contract at any time. To cancel, contact the Selling Location or the Administrator. The Selling Location will assist with Your cancellation request and verify the mileage of Your Vehicle. If You are unable to return to the Selling Location, You must provide written notice to the Administrator. A copy of Your Service Contract and an odometer reading statement must be included with Your request for cancellation.

Cancellation by Us

If We cancel this Service Contract, We will mail You written notice at least thirty (30) days prior to cancellation. We may cancel this Service Contract for any reason within ninety (90) days of the Purchase Date. After ninety (90) days, We may cancel this Service Contract:

- If there has been a material misrepresentation or fraud;
- If You have failed to maintain Your Vehicle as prescribed by the manufacturer;
- If the odometer has been tampered with or disabled and You have failed to repair the odometer;
- If You do not pay the Service Contract Price;
- If Your Vehicle has a salvage title; or
- If You Use Your Vehicle in any manner not covered by this Service Contract.

Cancellation by Lienholder

If this Service Contract is financed, the Lienholder (shown in Section 5 of the MY MAXCARE Information Schedule) may cancel the Service Contract in the event You default in Your obligation to such Lienholder or in the event Your Vehicle is declared a total loss or is repossessed.

How refunds are calculated

If this Service Contract is canceled within ninety (90) days of the Purchase Date and a claim has not been incurred, a 100% refund of the Service Contract Price will be made less an administrative fee of \$30. After ninety (90) days or if You have incurred a claim, a pro-rata refund of the unused Months or unused Miles will be made. The pro-rata refund will be calculated by multiplying the Service Contract Price by the lesser percentage of the unused Months or unused Miles compared to the total Months or total Miles of Your Service Contract Period, less an administrative fee of \$30. All refunds will be paid to the Lienholder if any, otherwise to You.

9. INSURANCE

Our obligations under this Service Contract are insured under an insurance policy issued by Virginia Surety Company, Inc., 175 West Jackson Blvd., Chicago, Illinois 60604. In the event We cease to operate, are bankrupt or Your claim is not paid within sixty (60) days after proof of loss has been filed, You may file a direct claim with Virginia Surety Company, Inc. To do so, please call the following toll-free number for instructions: 1-800-209-6206.

10. Entire Service Contract

This Service Contract represents the entire agreement between You and Us. No person has the authority to change this Service Contract or to waive any of its provisions. No other written or oral statements apply to this Service Contract.

State Amendments

This Service Contract is amended to comply with the following state requirements:

Alabama

Preexisting conditions are covered by this Service Contract.

General Provisions – Section 8 “How This Service Contract may be canceled – Including Refunds And Charges

Cancellation by You is amended to include:

If You cancel this Service Contract within twenty (20) days of the Purchase Date and You have not incurred a claim, this Service Contract shall be void and a full refund of the Service Contract Price will be made. A ten percent (10%) penalty per month shall be added to a refund that is not paid within forty-five (45) days of return of this Service Contract to the Selling Location or the Administrator.

How refunds are calculated is amended to include:

The \$30 administrative fee is deleted and replaced with a \$25 administrative fee.

Colorado

GENERAL PROVISIONS – Section 9 “Insurance” is amended to include: Insurance Policy #2634

Connecticut

The coverage afforded by this Service Contract is still available should the Service Contract Period lapse while Your Vehicle is in the custody of a Repair Facility for a covered repair.

General Provisions – Section 6 “Dispute Resolution – Arbitration” is amended to include:

The State of Connecticut has established an arbitration process to settle disputes between You and Us arising from extended Warranty contracts. A written complaint may be mailed to: State of Connecticut, Insurance Department, P.O. Box 816, Hartford, CT 06142-0186, Attention: Consumer Affairs. The written complaint must contain a description of the dispute, the purchase price of the product, the Cost of repair of the product and a copy of this Service Contract.

Florida

The rate charged for this Service Contract is not subject to regulation by the Department of Insurance.

All references to Consumer Program Administrators, Inc. are deleted in their entirety and replaced with:

Automotive Warranty Services of Florida, Inc.

What This Service Contract Does Not Cover – is amended to include:

Exclusion #14 is deleted in its entirety.

General Provisions – Section 6 “Dispute resolution – arbitration” is deleted in its entirety.

General Provisions – Section 8 “How This Service Contract may be canceled – Including Refunds And Charges” is deleted in its entirety and replaced by the following:

Cancellation By You

You may cancel this Service Contract at any time. To cancel, contact the Selling Location or the Administrator. The Selling Location will assist with Your cancellation request and verify the mileage of Your Vehicle. If You are unable to return to the Selling Location, You must provide written notice to Us. A copy of Your Service Contract and an odometer reading statement must be included with Your request for cancellation. If You cancel this Service Contract within sixty (60) days of the Purchase Date, a 100% refund of the Service Contract Price will be made less any claims paid on the Service Contract. After sixty (60) days or if You have incurred a claim, a pro-rata refund of the lesser of unused Months or unused Miles will be made. The pro-rata refund will be calculated by multiplying the Service Contract Price by the lesser percentage of the unused Months or unused Miles compared to the total Months or total Miles of Your Service Contract period, less an administrative fee of \$30 or 10% of the refund amount, whichever is less. All refunds will be paid to the Lienholder if any, otherwise to You.

Cancellation By Us

We may cancel this Service Contract for any reason within sixty (60) days of the Purchase Date. After sixty (60) days, We may cancel this Service Contract:

- If there has been a material misrepresentation or fraud;
- If You have failed to maintain Your Vehicle as prescribed by the manufacturer;
- If the odometer has been tampered with or disabled and You have failed to repair the odometer;
- If You do not pay the Service Contract Price.

If We cancel this Service Contract, We will mail You written notice at least thirty (30) days prior to cancellation. A pro-rata refund of the lesser of unused Months or unused Miles will be made. The pro-rata refund will not be less than 100% of the paid unearned pro-rata premium. All refunds will be paid to the Lienholder if any, otherwise to You.

If this Service Contract is financed and Your Vehicle is a total loss or is repossessed, You authorize Your Lienholder (shown in Section 5 of the MY MAXCARE Information Schedule) to cancel this Service Contract and receive the refund.

Illinois

GENERAL PROVISIONS – Section 8 “How This Service Contract may be canceled – Including Refunds And Charges” is amended to include: The \$30 administrative fee is deleted and replaced with an administrative fee of \$30 or 10% of the refund amount, whichever is less.

Indiana

Your proof of payment to the Selling Location for this Service Contract shall be considered proof of payment to the insurance company, which guarantees Our obligation to You, providing such insurance was in effect at the time You purchased this Service Contract.

Maryland

General Provisions – Section 8 “How This Service Contract may be canceled – Including Refunds And Charges, **Cancellation by You**” is amended to include: If You cancel this Service Contract within twenty (20) days of the Purchase Date and You have not incurred a claim, this Service Contract shall be void and a full refund of the Service Contract Price will be made. A ten percent (10%) penalty per month shall be added to a refund that is not paid within forty-five (45) days of return of this Service Contract to the Selling Location or the Administrator.

Mississippi

General Provisions – Section 6 “Dispute resolution – arbitration” is deleted in its entirety.

Missouri

Key Terms – “We”, “Us” and “Our” definition is amended to include: “Provider”

Who to Call for Breakdown Repair Authorization – is amended to include: Emergency Repair Instructions: In the event that a Breakdown of a covered part occurs when the Administrator’s office is closed and emergency repairs are necessary, You may follow the claim procedures and commence emergency repairs without securing the Administrator’s prior authorization. However, You or the authorized service representative must notify the Administrator of the repairs as soon as the Administrator’s office reopens. You must submit written information and documentation concerning the Breakdown and repairs no later than thirty (30) days after the Breakdown. Reimbursement of emergency repairs will be subject to all terms and conditions of this Service Contract and nothing herein authorizes repairs not otherwise covered. Emergency repairs are those required because Your Vehicle was inoperable or unsafe to drive. Parts must be available for inspection when the Administrator’s office reopens.

General Provisions – Section 8 “How This Service Contract may be canceled – Including Refunds And Charges, **Cancellation by You**” is amended to include: If You cancel this Service Contract within twenty (20) days of the Purchase Date and You have not incurred a claim, this Service Contract shall be void and a full refund of the Service Contract Price will be made. A ten percent (10%) penalty per month shall be added to a refund that is not paid within forty-five (45) days of return of this Service Contract to the Selling Location or the Administrator. Cancellation by You will become effective as of the date the written notice of Your cancellation is received by Us. We will mail You written notice of Our receipt and resulting cancellation of Your Service Contract within forty-five (45) days of the date of cancellation.

General Provisions – Section 9 “Insurance” is amended to include:

A claim against the Provider may also include a claim for return of the unearned Provider fee. This Service Contract is not an insurance contract.

Nebraska

General Provisions – Section 6 “Dispute resolution – arbitration” is deleted in its entirety and replaced by the following:

Notwithstanding anything in the Service Contract to the contrary, if You and We mutually agree at the time of loss, this Service Contract provides for arbitration if there is an unresolved dispute between You and Us concerning this Service Contract. You agree not to participate as a class representative or class member in any class action litigation, any class arbitration or any consolidation of individual arbitrations. In arbitration, a group of three arbitrators (each of whom is an independent, neutral third party) will give a decision after hearing Your and Our positions. The decision of a majority of the arbitrators will determine the outcome of the arbitration and the decision of the arbitrators shall not be binding upon You.

To start arbitration, either You or We must make a written demand to the other party for arbitration. This demand must be made within one (1) year of the earlier of the date the loss occurred or the dispute arose. You and We will each separately select an arbitrator. The two arbitrators will select a third arbitrator called an “umpire.” Each party will each pay the expense of the arbitrator selected by that party. The expense of the umpire will be shared equally by You and Us. Unless otherwise agreed to by You and Us, the arbitration will take place in the county and state in which You live. The arbitration shall be governed by the Federal Arbitration Act (9 U.S.C.A. § 1 et. seq.) and not by any state law concerning arbitration. The rules of the American Arbitration Association (www.adr.org) will apply to any arbitration under this Service Contract.

Nevada

Preexisting conditions are covered by this Service Contract.

General Provisions – Section 1 “Service Contract period” is amended to include:
This Service Contract is not renewable.

General Provisions – Section 6 “Dispute resolution – arbitration” is amended to include:
The sentence “The laws of the state of Illinois”...is revised to read: The laws of the state of Nevada (without given effect to its conflict of law principles) govern all matters arising out of or relating to this Agreement and all transactions contemplated by this Agreement, including, without limitation, the validity, interpretation, construction, performance and enforcement of this Service Contract.

General Provisions – Section 8 “How This Service Contract may be canceled – Including Refunds And Charges”
Cancellation By You is amended to include: If You cancel this Service Contract within twenty (20) days of the Purchase Date and You have not incurred a claim, this Service Contract shall be void and a full refund of the Service Contract Price will be made. If You cancel this Service Contract within twenty (20) days of the Purchase Date and You have incurred a claim, this Service Contract shall be void and a pro-rata refund of the unused Months or unused Miles will be made. A ten percent (10%) penalty per month shall be added to a refund that is not paid within forty-five (45) days of return of this Service Contract to the Selling Location or the Administrator.

Cancellation By Us is amended to include:

Our right to cancel for any reason is changed from ninety (90) days to seventy (70) days.

We may only cancel this Service Contract after seventy (70) days for the following reasons:

- If You do not pay the Service Contract Price;
- If You are convicted of a crime that results in an increase in the risk covered under this Service Contract;
- If there has been a material misrepresentation or fraud; or
- If We discover an act or omission by You, or a violation by You of any terms or conditions of this Service Contract, after the Purchase Date, that substantially and materially increases the risk covered under this Service Contract.

How refunds are calculated is amended to include: If the Service Contract is canceled by Us, the cancellation period of ninety (90) days is changed to seventy (70) days. If the Service Contract is canceled by Us, no administrative fee will be charged.

New Mexico

General Provisions – Section 1 “Service Contract Period” is amended to include:

This Service Contract is not renewable.

General Provisions – Section 8 “How This Service Contract may be canceled – Including Refunds And Charges”

Cancellation By You is amended to include: If You cancel this Service Contract within twenty (20) days of the Purchase Date and You have not incurred a claim, this Service Contract shall be void and a full refund of the Service Contract Price will be made. A ten percent (10%) penalty per month shall be added to a refund that is not paid within sixty (60) days of return of this Service Contract to the Selling Location or the Administrator.

Cancellation By Us is amended to include:

Our right to cancel for any reason is changed from ninety (90) days to seventy (70) days.

We may only cancel this Service Contract after seventy (70) days for the following reasons:

- If You do not pay the Service Contract Price;
- If You are convicted of a crime that results in an increase in the risk covered under this Service Contract;
- If there has been a material misrepresentation or fraud; or
- If We discover an act or omission by You, or a violation by You of any terms or conditions of this Service Contract, after the Purchase Date, that substantially and materially increases the risk covered under this Service Contract.

How refunds are calculated is amended to include: If the Service Contract is canceled by Us, the cancellation period of ninety (90) days is changed to seventy (70) days.

North Carolina

General Provisions – Section 8 “How This Service Contract may be canceled – Including Refunds And Charges”

Cancellation By Us is deleted in its entirety and replaced by the following:

If **We** cancel this Service Contract, **We** will mail **You** written notice at least thirty (30) days prior to cancellation. **We** may only cancel this Service Contract at any time for any of the reasons listed below:

- If there has been a material misrepresentation or fraud; or
- If **You** do not pay the **Service Contract Price**.

How Refunds are Calculated is amended to include:

The \$30 administrative fee is deleted and replaced with an administrative fee of \$30 or 10% of the refund amount, whichever is less.

Oklahoma

All references to Consumer Program Administrators, Inc. are deleted in their entirety and replaced with: Automotive Warranty Services of Florida, Inc.

The following wording is added:

Coverage afforded under this Service Contract is not guaranteed by the Oklahoma Insurance Guaranty Association.

This Service Contract is not issued by the manufacturer or a wholesale company marketing the product. This Service Contract will not be honored by such manufacturer or wholesale company.

General Provisions – Section 8 “How This Service Contract may be canceled – Including Refunds And Charges” is deleted in its entirety and replaced by the following:

Cancellation By You

You may cancel this Service Contract at any time. To cancel, contact the Selling Location. The Selling Location will assist with Your cancellation request and verify the mileage of Your Vehicle. If You are unable to return to the Selling Location, You must provide written notice to Us. A copy of Your Service Contract and an odometer reading statement must be included with Your request for cancellation. If You cancel this Service Contract, You will receive 100% of the unearned pro-rata premium, less an administrative fee of thirty dollars (\$30) or ten percent (10%) of the unearned pro-rata premium, whichever is less. All refunds will be paid to the Lienholder if any, otherwise to You.

Cancellation By Us

We may cancel this Service Contract for any reason within ninety (90) days of the Purchase Date. After ninety (90) days, We may cancel this Service Contract:

- If there has been a material misrepresentation or fraud;
- If You have failed to maintain Your Vehicle as prescribed by the manufacturer;
- If the odometer has been tampered with or disabled and You have failed to repair the odometer;
- If You do not pay the Service Contract Price;
- If Your Vehicle has a salvage title; or
- If You use Your Vehicle in any manner not covered by this Service Contract.

If We cancel this Service Contract, We will mail You written notice at least thirty (30) days prior to cancellation. The pro-rata refund will be 100% of the unearned pro-rata premium. All refunds will be paid to the Lienholder if any, otherwise to You.

If this Service Contract is financed and Your Vehicle is a total loss or is repossessed, You authorize Your Lienholder (shown in Section 5 of the MY MAXCARE Information Schedule) to cancel this Service Contract and receive the refund.

Oklahoma service warranty Statutes do not apply to commercial use reference in service warranty contracts.

South Carolina

Preexisting conditions are covered by this Service Contract.

If you have questions, concerns or complaints regarding Your Service Contract, You may address them to: South Carolina Department of Insurance, P.O. Box 100105, Columbia, South Carolina 29201-3105, 1-803-737-6180

General Provisions – Section 8 “How This Service Contract may be canceled – Including Refunds And Charges, **Cancellation By You**” is amended to include: If You cancel this Service Contract within twenty (20) days of the Purchase Date and You have not incurred a claim, this Service Contract shall be void and a full refund of the Service Contract Price will be made. A ten percent (10%) penalty per month shall be added to a refund that is not paid within forty-five (45) days of return of this Service Contract to the Selling Location or the Administrator.

Texas

All references to Consumer Program Administrators, Inc. are deleted in their entirety and replaced with:

Consumer Program Administrators, Inc. d.b.a. The Administrators of Consumer Programs, TX Provider #175

Preexisting conditions are covered by this Service Contract.

Unresolved complaints or questions concerning the regulation of service contracts may be directed to the Texas Department of Licensing and Regulation at P.O. Box 12157, Austin, TX 78711, 1-800-803-9202.

General Provisions – Section 8 “How This Service Contract may be canceled – Including Refunds And Charges, **Cancellation By You**” is amended to include: If You cancel this Service Contract within twenty (20) days of the Purchase Date and You have not incurred a claim, this Service Contract shall be void and a 100% refund of the Service Contract Price will be made. A ten percent (10%) penalty per month shall be added to any refund on a voided Service Contract that is not paid within forty-five (45) days of return of this Service Contract to the Selling Location or the Administrator. If Your cancellation refund is not paid within forty-five (45) days after the Service Contract has been returned to the Selling Location or the Administrator, You may request a refund from Virginia Surety Company, Inc., 175 West Jackson Blvd., Chicago, Illinois 60604. The right to cancel this Service Contract is not transferable to a subsequent owner of the Service Contract.

How refunds are calculated is amended to include: If the Service Contract is canceled by Us, no administrative fee will be charged.

Utah

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

General Provisions – Section 6 “Dispute resolution – arbitration” is deleted in its entirety and replaced by the following: Any matter in dispute between You and Us may be subject to arbitration as an alternative to court action pursuant to the rule of The American Arbitration Association or other recognized arbitrator, a copy of which is available on request from Us. Any decision reached by arbitration shall be binding upon both You and Us. The arbitration award may include attorney’s fees if allowed by state law and may be entered as a judgment in any court of proper jurisdiction.

General Provisions – Section 8 “How This Service Contract may be canceled – Including Refunds And Charges”

Cancellation By Us is deleted in its entirety and replaced by the following:

If We cancel this Service Contract, We will mail You written notice at least thirty (30) days prior to cancellation. We may cancel this Service Contract for any reason within sixty (60) days of the Purchase Date. After sixty (60) days, we may cancel this Service Contract:

- For nonpayment of premium;
- For material misrepresentation;
- For substantial changes in the risk assumed, unless the insurer should reasonably have foreseen the change or contemplated the risk when entering into the contract; or
- For substantial breaches in contractual duties, conditions or warranties.

Cancellation By Lienholder is deleted in its entirety and replaced by the following:

If this Service Contract is financed and Your Vehicle is a total loss or is repossessed, You authorize Your Lienholder (shown in Section 5 of the MY MAXCARE Information Schedule) to receive the refund.

How Refunds are Calculated is amended to include:

If the Service Contract is canceled by Us, the cancellation period of ninety (90) days is changed to sixty (60) days.

Wisconsin

All references to Consumer Program Administrators, Inc. are deleted in their entirety and replaced with: Automotive Warranty Services of Florida, Inc.

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

What This Service Contract Does Not Cover – is amended to include: Exclusion #28 is deleted in its entirety.

General Provisions – Section 5 “Subrogation” is amended to include: You will be made whole before We retain any amount We may recover.

General Provisions – Section 6 “Dispute resolution – arbitration” is deleted in its entirety.

General Provisions – Section 8 “How This Service Contract may be canceled – Including Refunds And Charges”

Cancellation By Us is amended to include:

Our right to cancel for any reason is changed from ninety (90) days to sixty (60) days.

How Refunds are Calculated is amended to include:

If the Service Contract is canceled by Us, the cancellation period of ninety (90) days is changed to sixty (60) days.