

CUSTOMER NAME ("YOU"):		CONTRACT DATE:	CONTRACT NUMBER:
STREET ADDRESS			CITY
STATE	ZIP CODE	CELL PHONE NUMBER:	EMAIL ADDRESS (optional)
EMPLOYER/PROVIDER NAME:		EMPLOYER/PROVIDER ADDRESS:	EMPLOYER/PROVIDER PHONE NUMBER:
<b>WAITING PERIOD: 30 days and 1,000 miles</b>			

VEHICLE			
YEAR	MAKE	MODEL	SALE ODOMETER:

SERVICE CONTRACT INFORMATION			
TERM	COVERAGE _____ initial	DEDUCTIBLE	COST OF CONTRACT
Begins on <b>CONTRACT</b> date and is renewable monthly provided the appropriate fee is paid. (" <b>CONTRACT</b> ")	Platinum Coverage up to 100,000 Miles on <b>YOUR</b> odometer	\$100.00/Claim	\$
	Gold Coverage up to 150,000 Miles on <b>YOUR</b> odometer		
	Silver Coverage over 150,000 Miles on <b>YOUR</b> odometer		

This **CONTRACT** covers mechanical components on the **YOUR VEHICLE** shown above subject to the exclusions listed in this **CONTRACT**. **YOUR** coverage will be automatically adjusted based on **YOUR** odometer reading at time of repair to the appropriate Coverage listed below. See "**COVERAGE**" above to see the coverage levels and corresponding mileage breaks. **YOUR** coverage level is determined by the amount of odometer miles at the time of claim.

**INSURANCE COMPANY STATEMENT**

The performance and obligations of the provider for this **CONTRACT** are guaranteed and insured by a Reimbursement Insurance Policy issued by Lyndon Southern Insurance Company, (**INSURER**) 10751 Deerwood Park Blvd., Ste. 200, Jacksonville, FL 32256, Tel: (800) 888-2738. In the event **WE** cease to operate, become bankrupt or fail to pay **YOUR** claim within sixty (60) days after proof of loss has been filed, **YOU** may make a direct claim against Lyndon Southern Insurance Company by writing to the aforementioned address.

In the event of a malfunction, defect, or failure of a **COVERED PART**, not listed on the exclusions, due to faulty workmanship or materials supplied by the original **VEHICLE** manufacturer, **WE** will repair or replace the **COVERED PART**, subject to terms, conditions, and limitations specified herein less the **DEDUCTIBLE** amount shown, which **YOU** are responsible to pay. This **CONTRACT** does not cover: OEM Warranty covered Repairs and Parts; **BREAKDOWNS** resulting from abuse, Pre-existing conditions, Commercial Use of **VEHICLE**; **BREAKDOWNS** due to failure to perform or negligently performed maintenance service and/or repairs as recommended by the manufacturer. Maintenance parts and services are **NOT** covered under this **CONTRACT**.

**DEFINITIONS:**

- **ADMINISTRATOR, WE, US or OUR:** means the **ADMINISTRATOR**, provider, and obligor of this **CONTRACT**- *Marathon Administrative Co. Inc. 1476 North Green Mount Road, P.O. Box 961, O'Fallon, IL 62269, (888) 594-3236.*
- **BREAKDOWN** – The failure of any **COVERED PART** to perform the function for which it was intended.
- **CONTRACT:** means this **VEHICLE** Service **CONTRACT**.
- **CONTRACT HOLDER, YOU, or YOUR:** means the purchaser or holder of this **CONTRACT**.
- **COVERED PART(S)**– Any part that is factory installed original equipment on **YOUR VEHICLE** or like replacement parts meeting the manufacturer's specifications and which is not excluded from this **CONTRACT** coverage.
- **DEDUCTIBLE:** In the event of a **BREAKDOWN** of a part, repaired or replaced under the terms and conditions of this **CONTRACT**, the purchaser will be subject to pay the applicable **DEDUCTIBLE** as specified on the declaration page
- **INSURER**- Lyndon Southern Insurance Company, 10151 Deerwood Park Blvd., Bldg. 100, Ste. 500, Jacksonville, FL 32256, Tel: (800) 888-2738.
- **VEHICLE, YOUR VEHICLE** means the **VEHICLE** which is described on the Declaration Page.

- **WAITING PERIOD:** means no claims or Roadside Assistance will be paid on any claims or failures that occur within the number of days and miles specified on the Declaration Page from the odometer reading and **CONTRACT** Sale Date specified on the Declaration Page. The **WAITING PERIOD** also applies to **CONTRACTS** with a lapse in coverage due to non-payment.

NOTICE: This contract is renewable by your monthly payment. By making your monthly payments, you are keeping your contract in force until you stop paying the monthly payments, until which time your contract shall be canceled.

**ADMINISTRATOR OBLIGATIONS**

If a covered BREAKDOWN of the VEHICLE occurs during the term of this CONTRACT, the ADMINISTRATOR will: pay the CONTRACT HOLDER or the Repair Facility for repair or replacement, as ADMINISTRATOR deems appropriate of the COVERED PART(S) which caused the BREAKDOWN, if the CONTRACT HOLDER has met his/her obligations as described in this CONTRACT. Replacement parts can be of like kind and quality. They may include the use of new or remanufactured parts as determined by ADMINISTRATOR.

**LIMIT OF LIABILITY -**

The dollar total of all benefits paid or payable under this contract shall not exceed the Average Cash Value of the vehicle according to current National Auto Dealers Association standards at time of breakdown. The total dollar benefits payable for any single repair or replacement shall not exceed the cash value of the vehicle immediately prior to breakdown as determined by the most recent national auto research black book for a vehicle in average condition.

Liability for incidental and consequential damages, or for breach of any implied warranties, including the implied warranty of merchantability or fitness for a particular purpose, is expressly excluded. Such incidental and consequential damages include, but are not limited to, property damage, loss of use of the vehicle, loss of time, inconvenience, and commercial loss.

These limitations and exclusions of liability apply only to the extent allowed by law.

<b>1-844-454-8327</b>	<b><u>ROADSIDE ASSISTANCE</u></b>	<b>1-844-454-8327</b>
EMERGENCY ROADSIDE ASSISTANCE: Provides emergency road services for non-accident related incidents, where failure is due to a defect in material or workmanship.		
<b>Benefit Limits:</b> For the TERM OF YOUR CONTRACT, the listed sign and drive (meaning YOU incur no expense up to program limit) benefits are available 24 hours a day / 365 days a year. The following <i>non-accident related</i> services are available for covered <b>BREAKDOWNS</b> up to a maximum benefit of \$100.00 per incident:		
<b>Towing   Jump Starts   Flat Tire Changes</b> (using YOUR inflated spare)   <b>VEHICLE Fluid Delivery</b> (cost of VEHICLE fluids extra)   <b>Lockout Assistance</b> (key cutting/replacement extra)   <b>Concierge Services</b> (courtesy help and emergency phone call support to relatives, police, etc.)		
Services not available in areas where state providers are exclusively utilized.		
** Benefits are limited to "cash call with reimbursement" service only for the first forty five (45) days of coverage. Please call <b>ADMINISTRATOR</b> with any Roadside Assistance services within the first forty five (45) days of coverage: 844-454-8327. **		

**ADDITIONAL BENEFIT:**

If the CONTRACT HOLDER has a driving-age child that is a student in their household, they will be provided roadside coverage regardless the VEHICLE they are driving.

**COVERAGE:**

**PLATINUM COVERAGE: (Up to 100,000 Miles)**

\_\_\_\_\_ Initial

Any part not listed below in exclusions is covered under this coverage per the terms of this **CONTRACT**.

**GOLD COVERAGE: (100,001-150,000 Miles)**

\_\_\_\_\_ initial

- 1. Engine:** Crankshaft and bearings, oil pump, internal timing gears, timing chain, camshaft, camshaft bearings, valve lifters, rocker arm assemblies and push rods, pistons and rings, wrist pins, cylinders, connecting rods, distributor drive gear, all internal components of engine block and cylinder heads, if damage is caused by mechanical failure of an internally lubricated part. Gaskets and external seals will be covered if their replacement is necessary to complete an otherwise authorized repair. Broken crankshaft is covered if break is caused by either bearings or piston failure. Valve guides are covered only when guide sleeves have not slipped below original position.
- 2. Transmission/Transaxle:** The internal components of the automatic transmission or manual transmission, drive chain, drive chain gears, carrier bearings, internal transaxle seal. The manual transmission case and automatic transmission case and torque converter are covered, if damaged by the failure of internally lubricated parts.
- 3. Transfer Case:** Transfer Case, Drive Chain, Drive Chain Gears, Planetary Gears, Shift Rail Forks, Bearings, Bushings, Oil Pump, Output Shaft, Main Shaft Washers and all other internal lubricated parts.
- 4. Differential Assembly (Front and Rear):** Differential Housing, Axle Shaft, Ring and Pinion, Bearing (internal), Bushing, Washers, Differential Cover and all other internal parts contained with the differential assembly.
- 5. Timing Belt:** If **CONTRACT HOLDER** has followed manufacturer's recommended maintenance intervals for replacement.
- 6. CV Joints:** CV boots must not be torn at the time of failure. Lubricated joint failure only. Universal Joint (U Joint) is not included.
- 7. Steering:** Internally lubricated parts contained within the steering box and pump housing, including rack and pinion, control valves, internal oil control seals, bearings and shafts, steering box and pump housings if damaged by the failure of internally lubricated parts.
- 8. Seals and Gaskets:** Head gasket and intake manifold gaskets are covered for coolant leaks only on **VEHICLES** up to 150,000 miles.
- 9. Hi-Tech Electrical:** Alternator, starter motor, front and rear wiper motor, cooling fan motor, voltage regulator, distributor, ignition module, ignition coil, starter solenoid, wiring harness, power window switches, door lock switches, cruise control module, power window motors, power seat motors, power mirror motor, power door lock actuator and switch, power sunroof motor, mileage computer, electronic instrument cluster, automatic climate control, electronic control module, head light switch, convertible top motor, clock, electric horn.
- 10. Air Conditioner:** Condenser, Compressor, Compressor Clutch and Pulley, Air Conditioning Lines and Hoses, Idler Pulley and Idler Pulley Bearing, High-low Compressor Cut-Off Switch, Expansion Valve, Pressure Cycling Switch.
- 11. Suspension:** (Front and Rear) Control arms, control arm shafts, stabilizer bar, stabilizer link, stabilizer bushing, spindle, torsion bars, height sensor.
- 12. Cooling System:** Water pump, thermostat, mixture control valve, overflow reservoir.
- 13. Fuel System:** Fuel pump, pressure regulator, metering valve, fuel injectors, vacuum pump, metal fuel delivery lines, fuel tank, fuel sender.
- 14. Turbo Charger/Supercharger:** All internally lubricated parts due to mechanical failure.
- 15. Brake System:** Master cylinder, wheel cylinders, disc brake calipers, ABS master cylinder, vacuum booster, hydraulic lines and fittings, pressure modulator valve, isolation dump valve, accumulator, wheel speed sensors.
- 16. Fluids:** Engine oil, power steering fluid, antifreeze, and transmission fluid are all covered items when required during the authorized repair process.

**SILVER COVERAGE: (over 150,000 Miles)**

\_\_\_\_\_initial

- 1. ENGINE and WATER PUMP** – All internally lubricated parts of engine, including pistons, piston rings, piston pins, crankshaft and main bearings, connecting rods and rod bearings, camshaft and camshaft bearings, timing chain and timing gears, intake and exhaust valves, valve springs, oil pump, push rods, rocker arms, hydraulic lifters, rocker arm shafts and water pump. The Engine Block and Cylinder Heads are also covered if the above-listed parts caused a mechanical failure.
- 2. TRANSMISSION** – Internally lubricated parts of manual or automatic transmissions, including torque converter case if damaged by the failure of an internally lubricated **COVERED PART**, oil pump, drums, planetaries, sun gear and shell, shaft(s), bearings, shift rail, forks, and synchronizers.
- 3. TRANSFER CASE** – repair or replacement of internally lubricated parts.

**EXCLUSIONS – WHAT THIS CONTRACT DOES NOT COVER**

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- 1. ANY LOSS/EXPENSE OCCURRING OUT OF THE REPAIR AND/OR REPLACEMENT OF A PART NOT AUTHORIZED BY THE ADMINISTRATOR.**
- 2. Repair or replacement of a covered component/part to correct conditions that may reasonably be assumed to have existed at the**

- inception date of the coverage provided by this CONTRACT (Pre-existing conditions).
3. A BREAKDOWN occurring to a VEHICLE operated outside the United States of America or Canada.
  4. Cost or other damages caused by continued VEHICLE operation after the failure of a COVERED PART or the failure to replace a worn part that has not failed.
  5. Any cost covered by a repairer's suppliers guarantee, or any cost which would normally be covered by a MANUFACTURER'S WARRANTY.
  6. A gradual reduction in operating performance, due to normal wear and tear such as but limited to: low compression and/or oil consumption (i.e. pistons, piston-rings, cylinder tapers, valves, valve guides, valve seals and valve seats). Damages caused to the above listed parts by predetonation or detonation are not considered a BREAKDOWN under the terms and conditions of this CONTRACT.
  7. Any part not covered by, or excluded by the original VEHICLE MANUFACTURER'S WARRANTY.
  8. A BREAKDOWN caused by an improper previous repair or misdiagnosis by a repair facility.
  9. The cost of diagnostic inspection, disassembly and/or reassembly, if the inspection determines that the failure was not a BREAKDOWN under the terms and conditions of this CONTRACT.
  10. For any BREAKDOWN caused by freezing, inadequate coolant, lubricants or fluids, or any BREAKDOWN to a part resulting from contamination of fluids, rust, corrosion, foreign material, sludge or carbon deposits and coolant intermix. This includes a BREAKDOWN caused by a failure to replace seals or gaskets in a timely manner.
  11. A BREAKDOWN of a part resulting from the purchaser's refusal to previously perform reasonable repairs and/or maintenance services recommended by the repair facility or ADMINISTRATOR.
  12. Excessive cost to repair or replace a part. Reasonable cost being: Manufacturer's suggested retail price on parts and labor hours determined by a flat rate labor manual AllData multiplied by the customary national labor charge for the repair/replacement of a protected part.
  13. Repair of any parts used, added or replaced during a covered repair which are not necessary to the completion of the covered repair or were not damaged by the failure of a COVERED PART (Such replacement is considered betterment and is not covered by this CONTRACT).
  14. Loss caused by a failure to properly operate or care for the VEHICLE (before or after a BREAKDOWN occurs) including: negligence, misuse, abuse, using the VEHICLE for competitive driving, racing or off road trails, or pulling a trailer exceeding the manufacturer's rated capacity of the VEHICLE.
  15. Consequential damage of a covered component by a non-covered component.
  16. Failure of a non-covered component caused by a covered component.
  17. If there are modifications and/or alterations to the VEHICLE not recommended by the manufacturer, including, but not limited to, all frame or suspension modifications, lift kits, lowering kits, emissions and/or engine modifications (improved air filters are not considered a modification) done before or after the effective date of this CONTRACT, the VEHICLE does not qualify for coverage. Any failure to a COVERED PART due to improper tire/wheel size.
  18. VEHICLES that have been modified by or with the CONTRACT HOLDER'S knowledge, in a manner that increases the likelihood of a BREAKDOWN.
  19. Loss or expense to the VEHICLE, when the odometer is inoperative or stopped, improper recorded calculation, tampered with or altered.
  20. Repair or replacement of any parts not supplied by the factory and/or does not meet factory specifications.
  21. A BREAKDOWN caused by overheating, (regardless the cause of overheating), rust or corrosion.
  22. Collision or upset, breakage of glass, missile, falling objects, fire, electrical fire, meltdown theft, larceny, explosion, freezing, earthquake, windstorm, hail, water, flood, malicious mischief, vandalism, riot or civil commotion, lightning, nuclear contamination, smoke, act of god, bodily injury or property damage arising or allegedly arising from a defect of a part. This also includes any hazard insurable under standard physical damage insurance policies whether or not such insurance is in force with respect to the VEHICLE.
  23. Ineligible VEHICLES: Any VEHICLE used for rental, shuttle, taxi, limousine service, police, fire or emergency services or other public service VEHICLE, security services, oil field VEHICLES, cable or line installation/removal VEHICLES. Any VEHICLE equipped with dump bed, towing equipment, snow plow, cherry pickers, lifting or hoisting equipment (excluding handicap lifts), step van, high-cube van or box bodies or motor homes. Any grey market VEHICLES, salvaged or branded title VEHICLE or VEHICLES where the MANUFACTURER'S WARRANTY has been voided or rescinded.
  24. Loss of use, loss of time, lost profits or savings, inconvenience, commercial loss, or other incidental or consequential damages that results from a BREAKDOWN.
  25. A BREAKDOWN caused by lack of manufacturer's specified maintenance.
  26. Any costs or other benefit for which the manufacturer has announced its responsibility through any means including public recalls or factory service bulletins.
  27. Maintenance services and parts, including: engine tune-up, suspension alignment, wheel balancing, filters, lubricants, engine coolant, drive belts, radiator hose, heater hose, by-pass hose, wiper blades, air conditioning recharge, fluids, spark/glow plugs and wires, manual clutch disc lining, pressure plate, throwout bearings, brake pads, drums, rotors and linings, distributor cap, wiper arms, pcv valve and pcv hose/line.
  28. Alignment of bumper and body parts, service adjustments/cleaning. Fasteners such as: nuts, bolts, screws. Door handles, door hinges, cup holders, consoles, knobs, televisions, telephones, air shocks and air springs.
  29. Fuses and fuseable links
  30. Glass, lenses, sealed beams and light bulbs. Headlamp assembly, tail light assembly and fog lamp assembly.

31. Tires, wheels and studs, wheel covers, battery and cables, shock absorbers, and struts.
32. After market parts and accessories not produced by the VEHICLE'S manufacturer.
33. Bumpers, impact absorbers, sheet metal, body panels, frame and sub-frame, welds, carpet, trim, upholstery, convertible or vinyl tops, moldings and bright metal, air and water leaks, wind noise, weather strips, squeaks and rattles, paint, rust, airbag systems, safety restraint systems, dashpad and sunvisors.
34. Carburetor, throttle body assembly (except injectors), loss caused by contaminated fuel system, exhaust system (except exhaust manifold). Fuel injectors covered for electrical failure only.
35. Any liability, cost or damages the CONTRACT HOLDER may incur to the benefit of any other third parties other than ADMINISTRATOR – approved repair or replacement of COVERED PARTS which caused a BREAKDOWN.
36. ELECTRIC VEHICLES: Electric Motor(s), Battery Packs, and Related Sensors, Switches, Cables, and Wiring.

#### WHAT TO DO IN THE EVENT OF A BREAKDOWN

1. If a COVERED PART breaks down, call ADMINISTRATOR at 1-888-594-3236 to be referred to a designated repair facility. No work may be started before calling for approval. WE are not responsible for any repair costs incurred prior to authorization approval being granted.
2. Safely take immediate action to prevent further damage to the VEHICLE. WE will not cover damage caused by YOUR failure to secure a timely repair of the failed component. If it is dangerous to operate the VEHICLE, or if operating it may cause further damage, YOU must have the VEHICLE towed. Take YOUR VEHICLE, to any state licensed repair facility.
3. YOU or the repair facility must provide an estimate of parts and labor costs to obtain approval. No claim payments will be made unless a claim approval reference number was issued prior to repairing, replacing, or cleaning any parts.
4. Once authorization for a teardown and inspection is granted by US, YOU must authorize any charge(s) necessary to determine cause of failure. This includes necessary diagnostic and tear down charges. If it is determined that the failure does not constitute a BREAKDOWN covered by this CONTRACT, YOU are responsible for all diagnostic, tear down and repair charges.
5. Under the terms of the CONTRACT, YOU must cooperate in OUR investigation of any BREAKDOWN, and YOU must allow US to inspect the VEHICLE if WE ask. YOU must also show US, the ADMINISTRATOR, and/or the repair facility all receipts, invoices, or work orders showing that the VEHICLE has been properly serviced or maintained as required by the CONTRACT. WE have no obligation to inspect the VEHICLE, or to certify its condition before or after covered repairs are completed.

#### HOW TO SUBMIT A CLAIM

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1. Contact or have a representative of the repair facility contact ADMINISTRATOR'S Claim Department BEFORE any work is performed by calling 1-888-594-3236.
2. Upon diagnosis and determination of covered items, subject to the terms and conditions of this CONTRACT, ADMINISTRATOR will issue an authorization number. The authorization number MUST appear on all repair bills. Failure to obtain authorization PRIOR TO REPAIRS will result in non-payment of claim. Fraudulent or misuse of this CONTRACT will result in non-payment of claim and cancellation of this CONTRACT. ADMINISTRATOR RESERVES THE RIGHT TO INSPECT ALL VEHICLES PRIOR TO OR AFTER REPAIRS ARE PERFORMED.
3. For emergency repairs, should a BREAKDOWN occur after the ADMINISTRATOR'S normal business hours or on a national holiday, the pre-authorization requirement is amended. The ADMINISTRATOR must still be contacted when reasonably possible following the BREAKDOWN. Such unauthorized repair claims will be subject to adjustment in cases of excessive parts or labor charges. The labor cost to be determined by a flat rate labor manual Alldata multiplied by the customary labor charge for the repair/replacement of a protected part. The labor rate allowed shall not exceed the national average labor rate.
4. Upon the filing of a claim under this CONTRACT, ADMINISTRATOR will verify the validity of the CONTRACT (proper owner, proper VEHICLE, CONTRACT still in force), verify the BREAKDOWN with the Repair Facility, verify coverage, and authorize repair of COVERED PARTS (provide Repair Facility with authorization code and confirm cost of repair). Payment is provided through direct billing, credit card, or CONTRACT HOLDER reimbursement.
5. **PAYMENT OR REIMBURSEMENT OF CLAIMS PAYMENT OPTION:**  
When the damage and repair falls within the scope of this CONTRACT, and authorization to proceed with the repair is obtained from the ADMINISTRATOR and the repair work is completed, ADMINISTRATOR will then reimburse YOU or the repair facility for the approved cost of the work performed on YOUR VEHICLE that is covered by this CONTRACT less the DEDUCTIBLE (if any) and state sales tax where applicable. The ADMINISTRATOR will arrange for such payment by check or nationally recognized credit card (usually Visa ® or MasterCard ®.)  
**REIMBURSEMENT OPTION:** YOU or the repair facility may claim reimbursement from the ADMINISTRATOR, by submitting the paid invoice to the address below. Claims must be submitted within 180 days from the ADMINISTRATOR authorization date to qualify for reimbursement. If YOU show that it was not reasonably possible to give notice or file the proof of loss within the 180 days and that notice was filed as soon as reasonably possible, then YOU will still receive reimbursement for YOUR claim. The following information must be included with YOUR paid invoice and is generally supplied to YOU by the repair facility YOU selected:
  1. YOUR mechanical complaint.
  2. Itemized listing of replacement parts names, numbers and prices.
  3. Description of labor and charges necessary to correct the mechanical failure.
  4. VEHICLE Mileage.
  5. Date of Repair.
  6. Authorization and CONTRACT number.
  7. Completed repair order (all applicable sublet repair bills).
  8. A signed Work Completed Form. This form will be provided to YOUR repair facility by the ADMINISTRATOR.

**WHERE TO TAKE YOUR CAR AUTHORIZED SERVICE PROVIDERS**

LICENSED MAINTENANCE OR REPAIR FACILITY	<b>YOU</b> may take <b>YOUR VEHICLE</b> to any licensed repair facility of <b>YOUR</b> choosing. <b>YOU</b> may also choose to utilize one of <b>OUR</b> fleet providers listed below. Utilization of preferred fleet providers reduces <b>YOUR</b> risk of out of pocket expenses due to excessive or unreasonable costs to repair or replace a <b>covered</b> component.	
AAMCO TRANSMISSION / TOTAL CAR CARE	800-462-2626	<a href="http://www.aamco.com">www.aamco.com</a>
PEP BOYS AUTO SERVICE & TIRE	800-737-2697	<a href="http://www.pepboys.com">www.pepboys.com</a>

**Cancellation of YOUR CONTRACT**

1. **YOU** may cancel this **CONTRACT** at any time by:
  - a. mailing written notice to the **ADMINISTRATOR** of **YOUR** desire to cancel the **CONTRACT**. \_\_\_\_\_ **initial**

The request for cancellation must be made no later than forty-five (45) days of the date that the cancellation is to become effective, except in the case of repossessed, stolen, or totaled **VEHICLES**. The **ADMINISTRATOR** may request supporting documentation from the primary insurance company or police reports indicating dates and mileage at the time of incident.
2. **WE** may cancel at any time if:
  - a. **YOUR VEHICLE** is totaled or is repossessed.
  - b. **YOUR VEHICLE'S** odometer is disconnected or altered or the true and actual mileage cannot be determined.
  - c. **YOUR VEHICLE** is used in a manner not covered by this **CONTRACT**, including **VEHICLE** modifications not recommended by the manufacturer.
  - d. the charge for the **CONTRACT** is not paid.
  - e. **YOU** employed intentional misrepresentation in obtaining the **CONTRACT**.
  - f. **YOU** employed intentional misrepresentation in the submission of a claim.
  - g. **YOUR VEHICLE** does not have a valid manufacture VIN.
  - h. **YOUR VEHICLE'S** title is branded as salvage, junk, rebuilt, totaled, or flood damaged.
  - i. **YOUR** claim aggregate has reached the original **VEHICLE** Purchase Price.

Notice of such cancellation will be delivered to **YOU** by registered mail. The notice of cancellation will state one of the above mentioned basis of cancellation and will include any reimbursement required. The cancellation will be effective as of the date of termination as stated in the notice of cancellation.

**3. Refund Calculation –**

- a. **YOU** may cancel this **CONTRACT** at any time. All cancellation requests made within thirty (30) days of the purchase date of the **CONTRACT** will be eligible for a full refund.
- b. All cancellation requests made after thirty (30) days of the purchase date of the **CONTRACT**:
  - a. Will be pro-rated by the time from the purchase/renewal date of the **CONTRACT**, less claims paid.
- c. The **ADMINISTRATOR** may cancel this **CONTRACT** at any time if **YOU** do not pay the Monthly Payment listed on the declarations page or if **YOU** make a material misrepresentation in obtaining the **CONTRACT** or in the submission of a claim.

**GENERAL PROVISIONS**

- A. **SUBROGATION:** In the event benefits are paid under this **CONTRACT**, **ADMINISTRATOR** shall be subrogated to all the rights **YOU** have to recover against any person or organization arising out of any failure subject to any recall campaign, as well as any order, judgment, consent decree or other settlement. **YOU** shall execute and deliver instruments and papers and do whatever is necessary to secure such rights. Further, all amounts recovered by **YOU** for which **YOU** have received benefits under this **CONTRACT**, shall belong to, and be paid to **ADMINISTRATOR** up to the amounts of benefits paid under this **CONTRACT**.
- B. **NOTICE:** The **ADMINISTRATOR** may adjust the monthly purchase price by providing a sixty (60) day notice to **YOU**.

**MAINTENANCE REQUIREMENTS**\_\_\_\_\_ **initial**

Under this **CONTRACT**, **YOU** are required to take reasonable precaution to protect the **VEHICLE** from damage or further damage. If **YOU** notice a problem with **YOUR VEHICLE** (e.g., change in engine temperature, unusual noises, leaking fluids, shaking, unusual shifting, gear whining, etc.) it is **YOUR** responsibility to take appropriate action promptly. If **YOU** do not take reasonable precaution to protect the **VEHICLE** from damage or further damage, coverage under this **CONTRACT** may be denied or reduced.

To obtain the benefits provided under this **CONTRACT**, it is **YOUR** responsibility to maintain the **VEHICLE** in accordance with the **VEHICLE** manufacturer's required maintenance schedules. All work must be performed by a state licensed professional repair facility not owned by **YOU**. **YOU** must keep all fluid levels in the **VEHICLE** at proper levels according to the manufacturer's specifications. The manufacturer's recommended service schedule (which may take into account **YOUR** individual driving habits and climate conditions) will be considered the maximum allowable interval between maintenance services required by this **CONTRACT**.

If the manufacturer of the **VEHICLE** does not have a published maintenance schedule for oil and filter changes, the maximum allowable interval between engine oil and filter changes, transmission fluid and coolant level check & top-off, must not exceed four (4) months or four thousand (4,000) miles, whichever comes first. **YOU** must maintain all other **covered** components (transmission, differential(s), power steering, fuel system, and Air conditioner) in accordance with the manufacturer's recommended service schedule.

Proper documentation and verifiable receipts for all maintenance and repairs to a **covered** component will be required in the event of a Claim. **YOU** must keep receipts which verify the **VEHICLE** Identification Number, work orders and other documentation that shows date, a description of the **VEHICLE**, mileage and services performed. Hand Written receipts will not be accepted. If **YOUR** repair facility is incapable of providing computer-generated receipts and copies of a repair order, **YOU/they** must contact the **ADMINISTRATOR** to obtain pre-authorization prior to having the service or repair work performed. **WE** may require **YOU** to furnish **US** with proof that the specified services have been performed. Failure to show such proof of servicing may result in the denial of coverage. If **YOU** do not follow these recommendations and such failure causes a **BREAKDOWN**, further damage, or unnecessary repairs, coverage under this **CONTRACT** may be denied or reduced at the sole discretion of the **ADMINISTRATOR**.

**ALL SERVICES MUST BE PERFORMED AT A LICENSED REPAIR FACILITY WITHIN ONE (1) MONTH OR ONE THOUSAND FIVE HUNDRED (1,500) MILES OF THE REGULAR MANUFACTURER'S RECOMMENDED SCHEDULE INTERVAL BASED UPON THE ODOMETER READING AND DATE OF THE PREVIOUS SERVICE.**

**TRANSFER PROCEDURE**

This **CONTRACT** may not be transferred upon sale of the **VEHICLE** to another private party.

**SPECIAL STATE REQUIREMENTS AND/OR DISCLOSURES**

The following Special State Requirements and/or Disclosures apply if this CONTRACT was purchased in one of the following states:

**ALABAMA****Under Section CANCELLATION PROCEDURE:**

Under paragraph 3b, the following is added: If the ADMINISTRATOR cancels this CONTRACT, the ADMINISTRATOR will mail to the CONTRACT HOLDER written notice of cancellation at the CONTRACT HOLDER'S last known address at least five (5) days prior to cancellation for any reason except cancellation for nonpayment or material misrepresentation. The notice shall state the effective date and reason for cancellation. The following is added: A ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within forty-five (45) days after return of the CONTRACT to the ADMINISTRATOR. The right only applies to the original purchaser.

**Under Section GENERAL PROVISIONS**

Paragraph A is deleted and replaced with the following:

**ARBITRATION:** All claims or disputes relating to this CONTRACT or the breach thereof shall be decided by binding arbitration unless YOU and ADMINISTRATOR agree otherwise. Arbitration shall be specifically enforceable under the prevailing arbitration law. ADMINISTRATOR agrees to use one (1) arbitrator, mutually acceptable to YOU and ADMINISTRATOR. Written notice of the request for arbitration must be filed with ADMINISTRATOR within a reasonable time after the claim or dispute has arisen, but not later than one (1) year after the claim or dispute arises. The award rendered by the arbitrator shall be final and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction.

If YOU have any legal claim against ADMINISTRATOR and do not agree to arbitration, YOU agree that any action, claim, or suit shall only be brought in the county contract holder resides in the state of Alabama. If YOU bring any such action, claim, or suit against ADMINISTRATOR in any court or forum other than in the District Court, St. Clair County, Illinois, ADMINISTRATOR can seek dismissal of YOUR action, claim, or suit and require that it be maintained in the county contract holder resides in the state of Alabama.

**ALASKA****Under Section Cancellation of YOUR CONTRACT:**

The following is added: A 10% penalty per month shall be added to a refund that is not paid or credited within forty-five (45) days after the return of the CONTRACT to ADMINISTRATOR.

Paragraph 2 is deleted and replaced with the following: WE may only cancel this CONTRACT for the following:

1. Nonpayment of the purchase price;
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 CONTRACT;
3. Discovery of fraud or material misrepresentation made by the SERVICE CONTRACT HOLDER or a representative of the SERVICE CONTRACTHOLDER in obtaining the CONTRACT or by the SERVICE CONTRACT HOLDER in pursuing a claim under the CONTRACT;
4. Discovery of a grossly negligent act or omission by the SERVICE CONTRACT HOLDER in pursuing a claims under the CONTRACT;
5. Physical changes in the property covered by the SERVICE CONTRACT that result in the property becoming ineligible for coverage under the CONTRACT; or
6. A substantial breach of duties by the SERVICE CONTRACT HOLDER related to the covered motor vehicle.

If WE cancel this CONTRACT, WE will mail to YOU written notice of cancellation to YOUR last known address at least five (5) days prior to cancellation for any reason, unless the reason for cancellation is for nonpayment or material misrepresentation, in which case no notice is required. The notice shall state the effective date and reason for cancellation.

**ARIZONA****Under Section EXCLUSIONS WHAT THIS CONTRACT DOES NOT COVER:**

The following is deleted in its entirety:

Repair or replacement of a covered component/part to correct conditions that may reasonably be assumed to have existed at the inception date of the coverage provided by this Contract (Pre-existing conditions)

A BREAKDOWN caused by an improper previous repair or misdiagnosis by a repair facility.

Paragraph 19 is deleted in its entirety.

Under Section. **HOW TO SUBMIT A CLAIM**, paragraph 5, is amended to delete the following:

If a balance is due, the claim amount will first be paid to the financing source and any balance payable to YOU or YOUR repair facility. The ADMINISTRATOR will arrange for such payment by check or nationally recognized credit card (usually Visa ® or MasterCard ®.)

Under Section **Cancellation of YOUR CONTRACT** :

Paragraph 2 is amended by adding the following:

to add a service contract shall provide a pro rata refund after deducting for benefits paid and administrative expenses associated with the cancellation. the administrative expenses may not exceed Seventy Five Dollars or ten percent of the gross amount paid by the service contract holder for the service contract.

Paragraph 3 is amended by adding the following:

No coverage may be cancelled or voided by us due to acts or omissions of us, our assignees or subcontractors for their failure to perform the services or repairs provided in a timely, competent workmanlike manner.

The contract cannot be cancelled or voided by us or our representatives for the following reasons including by not limited to:

- a.) Pre-existing conditions;
- b.) Prior use or unlawful acts relating to the product;
- c.) Misrepresentation by either the service company or its subcontractors;
- d.) Ineligibility for the program, including gray market, high performance, and GM diesel autos.

Under Section **GENERAL PROVISIONS**, paragraph A. **ARBITRATION** is amended

by adding the following: Arbitration does not preclude the Arizona consumers right to file a complaint with the Arizona Department of Insurance and Financial Institutions, Consumer Protection Division, 100 North 15th Avenue, Suite 261, Phoenix, AZ, 85007, 602-364-2499.

## **ARKANSAS**

Under Section **CANCELLATION PROCEDURE**:

Under paragraph 3, the following is added: If the ADMINISTRATOR cancels this CONTRACT, ADMINISTRATOR will mail to the CONTRACT HOLDER written notice of cancellation at the CONTRACT HOLDER'S last known address at least fifteen (15) days prior to cancellation for any reason except cancellation for nonpayment, material misrepresentation, or a substantial breach of duties by the contract holder. The notice shall state the effective date and reason for cancellation. A prorata refund of the unearned portion of what the contract holder has paid, less the amount of value of any claims paid, shall accompany the notice unless cancellation is for nonpayment.

The following is added: A ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within forty-five (45) days after return of the CONTRACT to ADMINISTRATOR. The right only applies to the original purchaser.

**NOTICE:** Obligations of the provider under this CONTRACT are backed by the full faith

and credit of the provider. The provider under this CONTRACT is Marathon Administrative Co., Inc., P.O. Box 961, O'Fallon, IL 62269, 800-205-8988. A claim against the provider shall also include a claim for return of the unearned providerfee.

Under Section **GENERAL PROVISIONS**:

Under Paragraph A, **ARBITRATION**, the following is added: Arbitration is non-binding and voluntary.

Under Paragraph B, **SUBROGATION**: the following is added: The Insurer would be entitled to recovery only after the insured has been fully compensated for the loss sustained. Litigation for insurance company is within the time allowed by law.

**NOTICE:** A statement that purchase of the motor vehicle service contract is not required in order to purchase or obtain financing for a motor vehicle.

## **CONNECTICUT**

Under Section **CANCELLATION PROCEDURE**:

Under Paragraph 1, the following is added: YOU have a right to cancel if the CONTRACT if YOU return the VEHICLE or if the VEHICLE is lost, stolen, or destroyed.



Under Section **GENERAL PROVISIONS**, paragraph A. **ARBITRATION** is amended to include the following:

If YOU have complaints or questions regarding the **CONTRACT**, and YOU and **ADMINISTRATOR** could not come to a resolution, YOU may contact the State of Connecticut Insurance Department, P.O. Box 816, Hartford, CT 06142-0816, ATTN: Consumer Affairs. The written complaint must contain a description of the dispute, the purchase price of the product, the cost of the repair of the product, and a copy of the **CONTRACT**.

**NOTICE:** If the term is less than 12 months, the term will automatically be extended for the period during which the **VEHICLE** is in custody of a service center for repair.

## **GEORGIA**

Under Declaration Page, "WAITING PERIOD" is amended to include the following: The expiration date is determined by adding the number of days listed on the declarations page to the end of the term measured in time, and by adding the number of miles listed on the declarations page to the end of the term measured in miles. The waiting period shall not exceed 30 days and 1000 miles

Under Section **Insurance Company Statement:**

It amended: **Our** obligations under this **Agreement** are insured under an insurance policy issued by Insurance Company of the South, 2350 Prince Avenue, Building 1, Suite 4, Athens, GA 30603, Tel: (800) 888-2738. In the event **WE** cease to operate, become bankrupt or fail to pay **YOUR** claim within sixty (60) days after proof of loss has been filed, **YOU** may make a direct claim against Insurance Company of the South by writing to the aforementioned address.

Under Section **EXCLUSIONS WHAT THIS CONTRACT DOES NOT COVER:**

Paragraph 2 is deleted and replaced with the following:

**Repair or replacement of a covered component/part to correct conditions that may reasonably be assumed to have existed at the inception date of the coverage provided by this CONTRACT (Pre-existing conditions) known by YOU.**

Paragraph 8 is amended to delete "misdiagnosis by repair facility".

Paragraph 9 is amended to delete "sludge".

Paragraph 10 is deleted in its entirety.

Paragraph 14 is deleted and replaced with the following:

**Loss caused by a failure to properly operate or care for the VEHICLE, by YOU or known by YOU, (before or after a BREAKDOWN occurs) including: negligence, misuse, abuse, using the VEHICLE for competitive driving, racing or off road trails, or pulling a trailer exceeding the manufacturer's rated capacity of the VEHICLE. Paragraph 17 is deleted and replaced with the following:**

**If there are modifications and/or alterations to the VEHICLE, known by YOU, not recommended by the manufacturer, including, but not limited to, all frame or suspension modifications, lift kits, lowering kits, emissions and/or engine modifications (improved air filters are not considered a modification) done before or after the effective date of this contract, the VEHICLE does not qualify for coverage. Any failure to a covered part due to improper tire/wheel size.**

Paragraph 19 is deleted and replaced with the following:

**Loss or expense to the VEHICLE, when the odometer is inoperative or stopped, improper recorded calculation, tampered with or altered, by YOU or known by YOU.**

Under Section **Cancellation of YOUR CONTRACT:**

Paragraph 3a is amended to add If you cancel the **CONTRACT** within 30 days of the **CONTRACT** purchase 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 receipt of the cancellation request.

Paragraph 3b is amended to delete "less claims paid".

Under paragraph 3, the following is added: **WE** may only cancel this **CONTRACT** for fraud, material misrepresentation or non-payment.

Paragraph 3 is amended to include the following: The entity financing this **CONTRACT** must hold a power of attorney in order to request cancellation or early termination of this **CONTRACT** for nonpayment.

The following is added "Provided that the Administrator cancellations the contract a 30 day written notice of cancellation will be mailed out.

Under Section. **GENERAL PROVISIONS**, paragraph A. **ARBITRATION** is deleted in its entirety.

## **HAWAII**

Under Section **CANCELLATION of YOUR CONTRACT:**

Under paragraph 3, the following is added: If the **ADMINISTRATOR** cancels this **CONTRACT**, **ADMINISTRATOR** will mail to the **CONTRACT HOLDER** written notice of cancellation at the **CONTRACT HOLDER'S** last known address at least five (5) days prior to cancellation for any reason except cancellation for nonpayment or material misrepresentation. The notice shall state the effective date and reason for cancellation.



The following is added: A ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within forty-five (45) days after return of the CONTRACT to ADMINISTRATOR. The right only applies to the original purchaser.

## IOWA

Under Section **CANCELLATION of YOUR CONTRACT**:

Under paragraph 3b, the following is added: WE shall not deduct claims paid from YOUR refund.

The following is added: If YOU cancel this CONTRACT at anytime, WE shall mail written notice of termination to YOUR last known address within fifteen (15) days of the date of cancellation.

The following is added: A 10% penalty per month shall be added to a refund that is not paid or credited within thirty (30) days after the return of the CONTRACT to ADMINISTRATOR.

The following is added: If YOU have any questions or problems regarding this CONTRACT, you may contact the Iowa Insurance Commissioner at the following address: Iowa Insurance Department, 1963 Bell Avenue, Suite 100, Des Moines, Iowa 50315, 515-281-5705

## IDAHO

Under Section **CANCELLATION PROCEDURE**:

The following is added to YOUR CONTRACT:

**NOTICE:** Coverage afforded under this motor vehicle service contract is not guaranteed by the Idaho Insurance Guarantee Association.

## INDIANA

Under Section **EXCLUSIONS – WHAT THIS CONTRACT DOES NOT COVER**:

“Any pre-existing conditions” is deleted and replaced with “Any pre-existing conditions known by YOU or with YOUR knowledge.”

Under Section **GENERAL PROVISIONS**:

Paragraph A. **ARBITRATION** is deleted in its entirety. The following is added:

C. **PROOF OF PAYMENT:** Proof of payment to a third party administrator that issued such CONTRACT constitutes proof of payment to the insurer that issued the reimbursement insurance policy for such CONTRACT.

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

## LOUISIANA

Under Section **II. INSURANCE COMPANY STATEMENT**, the first paragraph is deleted and replaced with the following: The performance and obligations of the provider for covered repairs under this CONTRACT are backed by the full faith and credit of the provider. The provider under this CONTRACT is Marathon Administrative Co., Inc, P.O. Box 961, O’Fallon, IL 62269, 800-205-8988. If the Claims ADMINISTRATOR fails to pay a claim under this CONTRACT within 60 (sixty) days of proof of loss by YOU, the service CONTRACT HOLDER, YOU may make a direct claim against Marathon Administrative Co., Inc. by writing to the aforementioned address.

Under Section **XI. CANCELLATION PROCEDURE**:

Paragraph 3b is deleted and replaced with the following: Will be pro-rated by the time or mileage from the purchase date of this CONTRACT, whichever refund is less. If prorated by time, the time proration will be based on months used from the purchase date of the CONTRACT. One day into the month constitutes one month usage.

## MARYLAND

Under Section **DEFINITIONS** the following is add: For the purposes of this section, the term "mechanical repair contract" means any agreement or contract sold by a licensed vehicle dealer under which a specified provider agrees to perform over a fixed period of time, for a specific duration and for a specific identifiable price, services relating to the maintenance or repair of a motor vehicle, provided that the purchase of the contract is optional to the purchaser.

Under Section **INSURANCE COMPANY STATEMENT** the following is added to YOUR CONTRACT: A purchaser of a mechanical repair contract shall be entitled to make a direct claim against the insurer issuing a policy of insurance under this subsection upon failure of the obligor to pay any claim or make any refund or consideration due within 60 days after the proof is filed with the obligor.

Under Section **EXCLUSIONS- WHAT THIS CONTRACT DOES NOT COVER**:

the following is deleted (“Wear and Tear”) is defined as damage to a component that hasn’t failed but doesn’t meet the manufacturer’s tolerances or specifications)and replaced with (“Wear and Tear”) is defined as Any component that is outside of manufactures tolerance is replaced, any component that is within the manufacturers tolerance is not deemed failed and would not be replaced

Under Section **CANCELLATION of YOUR CONTRACT**: the following is added: If a service contract is canceled within 20 days after receipt of the service contract if mailed to the person guaranteed; within 20 days after the date of delivery of the service contract if delivered to the person guaranteed at the time of sale; or for a period of time not less than 20 days as specified in the service contract and a claim has not been made under the service contract prior to its cancellation, the service contract is void and the provider shall refund to the person guaranteed the full consideration paid for the service contract.

The following is added to YOUR CONTRACT: The CONTRACT shall be automatically extended when the provider fails to perform the services under the CONTRACT. The CONTRACT does not terminate until the services are provided in accordance with the terms of the CONTRACT. If the provider is unable to fulfill the terms of the CONTRACT within 10 days after the date on which the provider is required to perform obligations under the CONTRACT, the provider shall provide on request of the person guaranteed a brief written explanation of the reasons for the delay. A provider shall pay or credit the account of a person guaranteed who has canceled a service contract the full consideration paid for the service contract within 45 days after the cancellation.

A provider that does not pay or credit the account of the person guaranteed in accordance with paragraph (1) of this subsection shall pay to the person guaranteed an amount equal to 10% of the value of the consideration paid for the service contract for each month that the refund is not paid or credited.

Under Section **GENERAL PROVISIONS** the following is added: If the guarantor or provider breaches any duties under this subtitle, the person guaranteed may file an action in any court of competent jurisdiction.

### **MASSASSACHUSETTS**

Under Section **CANCELLATION of YOUR CONTRACT**:

Under paragraph 3, the following is added: If the ADMINISTRATOR cancels this CONTRACT, ADMINISTRATOR will mail to the CONTRACT HOLDER written notice of cancellation at the CONTRACT HOLDER'S last known address at least five (5) days prior to cancellation for any reason except cancellation for nonpayment or material misrepresentation. The notice shall state the effective date and reason for cancellation.

The following is added: A ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within forty-five (45) days after return of the CONTRACT to ADMINISTRATOR. The right only applies to the original purchaser.

Obligations of the provider under this CONTRACT are backed by the full faith and credit of the provider. The provider 1476 North Green Mount Road, O'Fallon, IL 62269, 800- 205- 8988

### **MINNESOTA**

Under Section **CANCELLATION of YOUR CONTRACT**:

Under paragraph 3, the following is added: If WE cancel this CONTRACT, WE will mail to YOU written notice of cancellation to YOUR last known address at least five (5) days prior to cancellation for nonpayment, material misrepresentation, or a substantial breach of duties. The notice shall state the effective date and reason for cancellation.

Under paragraph 3, the following is added: If WE cancel this CONTRACT, WE will mail to YOU written notice of cancellation to YOUR last known address at least fifteen (15) days prior to cancellation for any reason except cancellation for nonpayment, material misrepresentation, or a substantial breach of duties. The notice shall state the effective date and reason for cancellation.

The following is added: A ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within forty-five (45) days after return of the CONTRACT to the ADMINISTRATOR. The right only applies to the original purchaser.

Obligations of the provider under this service contract are backed by the full faith and credit of the provider. The provider under this CONTRACT is Marathon Administrative, Co Inc., 1476 North Green Mount Road, O'Fallon, IL 62269, 800-205-8988.

### **MISSISSIPPI**

Under **Section CANCELLATION of YOUR CONTRACT**: the following is added: If this Contract is canceled by YOU after the initial full refund period, You will receive a one hundred percent (100%) pro rata refund of the unearned Contract price, less any claims paid. The administrator may cancel this contract at any time if you do not pay the CONTRACT PRICE listed on the Declaration Page or if YOU make a material misrepresentation in obtaining the CONTRACT or a substantial breach of duties by the Service Contract Holder relating to the covered product or its use. "A ten percent (10%) penalty per month shall be added to the refund if it is not paid or credited within forty-five (45) days after the return of this Contract to Us." YOUR refund is based on time or mileage whichever returns less to the CONTRACT HOLDER, less claims paid.

Under Section **GENERAL PROVISIONS**, Paragraph A. ARBITRATION is deleted in its entirety.

**NOTICE:** This service contract is not insurance and is not subject to Mississippi insurance law

**MONTANA**

Under Section **CANCELLATION of YOUR CONTRACT:**

Under paragraph 3, the following is added: If the ADMINISTRATOR cancels this CONTRACT, ADMINISTRATOR will mail to the CONTRACT HOLDER written notice of cancellation at the CONTRACT HOLDER'S last known address at least five (5) days prior to cancellation for any reason except cancellation for nonpayment, material misrepresentation, or a breach of duties. The notice shall state the effective date and reason for cancellation.

Obligations of the provider under this service contract are backed by the full faith and credit of the provider. The provider under this CONTRACT is Marathon Administrative Co., Inc., 1476 North Green Mount Road, O'Fallon, IL 62269, 800-205-8988.

**NEBRASKA**

**NOTICE OF RISKS – NEITHER THE MOTOR VEHICLE SERVICE CONTRACT NOR THE MOTOR VEHICLE SERVICE CONTRACT REIMBURSEMENT INSURANCE POLICY ARE COVERED BY THE NEBRASKA PROPERTY AND LIABILITY INSURANCE GUARANTY ASSOCIATION ACT, AND IN THE EVENT OF INSOLVENCY OF ANY PARTY TO THE CONTRACT, NO COVERAGE FOR ANY LOSSES EXISTS FROM THE NEBRASKA PROPERTY AND LIABILITY INSURANCE GUARANTY ASSOCIATION. THE ISSUER OF THE MOTOR VEHICLE SERVICE CONTRACT REIMBURSEMENT INSURANCE POLICY IS NOT A DOMESTIC ENTITY AND THE DEPARTMENT OF INSURANCE CAN GIVE NO ASSURANCE THAT THE ISSUER HAS ADEQUATE RESERVES TO COVER POTENTIAL LOSSES.**

Section **GENERAL PROVISIONS** paragraph A. ARBITRATION, is deleted in its entirety.

**NEVADA**

The following is added to YOUR CONTRACT:

**NOTICE:** If you the contract holder is not satisfied with the manner in which the provider is handling the claim on the contract, the holder may contact the Commissioner by use of the toll-free telephone number of the Division at 888-872-3234

Under Section I. **DEFINITIONS**, "**WAITING PERIOD**" is deleted and replaced with the following: **WAITING PERIOD: means no claims or Roadside Assistance will be paid on any claims or failures that occur within the number of days and miles specified on the declaration page from the odometer reading and sale date specified on the declaration page. The WAITING PERIOD also applies to CONTRACTS with a lapse in coverage due to non-payment**

Under Section-**EXCLUSIONS – WHAT THIS CONTRACT DOES NOT COVER:**

Ineligible vehicles "where the MANUFACTURER'S WARRANTY has been voided or rescinded" is deleted and replaced with "This Contract will not be initially issued to any vehicle whose original warranty has ever been voided by the manufacturer. However, if his Contract has already been issued and the manufacturer's warranty becomes void during the term of this Contract. We will not automatically suspend all coverage. We will not provide any coverage that would have otherwise been provided under the manufacturer's warranty. However, we will provide any other coverage under this Contract, unless such coverage is otherwise excluded by the terms of this Contract.

"If there are modifications and/or alterations to the VEHICLE not recommended by the manufacturer" is deleted and replaced with This Contract will not cover any unauthorized or non-manufacturer recommended modifications to the Covered Product, or any damages arising from such unauthorized or non-manufacturer recommended modification. However, if the Covered Product is modified or repaired in an unauthorized or non-manufacturer recommended manner, we will not automatically suspend all coverage. Rather, this Contract will continue to provide any applicable coverage that is not related to the unauthorized or non-manufacturer recommended modification or any damages arising there from, unless such coverage is otherwise excluded by the terms of this Contract.

Under Section **CANCELLATION of YOUR CONTRACT:**

Paragraph 2 is deleted and replaced with the following: WE may cancel this CONTRACT within the first 70 days for any reason. After this CONTRACT has been in effect for 70 days, WE may only cancel for one or more of the following reasons:

1. Failure by YOU to pay an amount when due.
2. Conviction of YOU of a crime, which results in an increase in the service required under this CONTRACT.
3. Discovery of fraud or material misrepresentation by YOU in obtaining this CONTRACT, or in presenting a claim for service hereunder.
4. Discovery of an act or omission by YOU or a violation by YOU of any condition of the CONTRACT, which occurred after the effective date of the



CONTRACT and which substantially and materially increases the service required under this CONTRACT.

5. A material change in the nature or extent of the required service or repair which occurs after the effective date of the service contract and which causes the required service or repair to be substantially and materially increased beyond that contemplated at the time that the CONTRACT was issued or sold.

If WE cancel this CONTRACT, WE will mail a written notice of cancellation to YOU at the last known address before the fifteenth (15<sup>th</sup>) day preceding the effective date of cancellation. A cancellation or administrative fee will not be charged if WE cancel this CONTRACT.

The following is added: WE should refund the purchase price within forty-five (45) days after the CONTRACT is returned. If WE fail to refund the purchase price within that time, WE shall pay you an additional ten (10) percent of the purchase price for each thirty (30) day period or portion thereof that the refund and any accrued amounts remain unpaid. WE may not, under any circumstances, deduct paid or pending claims from a refund.

The following is added to YOUR CONTRACT:

**NOTICE:** Any defect in the goods covered by the CONTRACT existing on the date the CONTRACT is purchased is not covered under the CONTRACT.

**NOTICE:** If YOU are not satisfied with the manner in which the provider is handling the claim on the contracts, YOU may contact the Commissioner with the Nevada Division of Insurance at 1-888-872-3234.

### **NEW HAMPSHIRE**

Section **GENERAL PROVISIONS**, paragraph A, is amended to include the following: Arbitration shall only be required upon mutual agreement by US and YOU at the time of a controversy or claim arising out of or relating to this CONTRACT with arbitration to occur at YOUR county of residence or other mutually agreed upon location in New Hampshire.

The following is added to YOUR CONTRACT:

**In the event YOU do not receive satisfaction under this CONTRACT, you may contact the New Hampshire Insurance Department at 21 South Fruit Street, Suite 14, Concord, NH 03301, (603) 271-2261.**

### **NEW MEXICO**

Under Section **HOW TO SUBMIT A CLAIM:** The following is added to paragraph 2

**"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."**

Under Section **CANCELLATION of YOUR CONTRACT:**

Paragraph 3 is deleted and replaced with the following: WE may cancel this CONTRACT within the first 70 days for any reason. After this CONTRACT has been in effect for 70 days, WE may only cancel for one or more of the following reasons:

1. Failure by YOU to pay an amount when due.
2. Conviction of YOU of a crime, which results in an increase in the service required under this CONTRACT.
3. Discovery of fraud or material misrepresentation by YOU in obtaining this CONTRACT, or in presenting a claim for service hereunder.
4. Discovery of either of the following if it occurred after the effective date of the CONTRACT and substantially and materially increased the service required under the CONTRACT:
  - a. An act or omission by YOU
  - b. A violation by YOU of any condition of the CONTRACT

If WE cancel this CONTRACT, WE will mail a written notice of cancellation to YOU at the last known address before the fifteenth (15<sup>th</sup>) day preceding the effective date of cancellation. A cancellation or administrative fee will not be charged if WE cancel this CONTRACT.

The following is added: A ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within sixty (60) days after return of the CONTRACT to ADMINISTRATOR. The right only applies to the original purchaser.

If you have any concerns regarding the handling of your claim, you may contact the Office of Superintendent of Insurance at 855-427-5674

### **NEW YORK**

Under Section **Insurance Company Statement:**

It amended: **Our** obligations under this **Agreement** are insured under an insurance policy issued by Atlantic Specialty Insurance Company, 605 North Highway 169, Suite 800, Plymouth, MN 55441, Tel: (800) 888-2738.

**OKLAHOMA**

Under Section **BENEFITS**, the following is added:  
WE are the Roadside Assistance provider on YOUR CONTRACT.

Under Section **CANCELLATION of YOUR CONTRACT**:

Paragraphs 1, 2 and 3 are deleted and replaced with the following:

In the event the CONTRACT is cancelled by YOU within the first thirty (30) days of the effective date, and no claims have been paid, YOU will receive a full refund. If YOU cancel the CONTRACT after thirty (30) days, or have made a claim within the first thirty (30) days, You will receive one hundred percent (100%) of the unearned pro rata premium less claims paid. If the CONTRACT is cancelled by US, return of premium shall be based upon one hundred percent (100%) of the unearned pro rata premium.

The following is added to YOUR CONTRACT:

NOTICE: Oklahoma service warranty Statutes do not apply to commercial use references in service warranty contracts.

NOTICE: Coverage afforded under this contract is not guaranteed by the Oklahoma Insurance Guaranty Association.

NOTICE: Obligations of the provider under this CONTRACT are backed by the full faith and credit of the provider. The provider under this CONTRACT is Marathon Administrative Co., Inc., P.O. Box 961, O'Fallon, IL 62269, 800-205-8988.

NOTICE: Service Warranty Association- Marathon Administrative Co Inc. license number 44197922

**OREGON**

Under Section **GENERAL PROVISIONS**, paragraph A. ARBITRATION is deleted in its entirety.

**RHODE ISLAND**

Under Section **Insurance Company Statement**:

It amended: **Our** obligations under this **Agreement** are insured under an insurance policy issued by Atlantic Specialty Insurance Company, 605 North Highway 169, Suite 800, Plymouth, MN 55441, Tel: (800) 888-2738.

**SOUTH CAROLINA**

The following is added to YOUR CONTRACT:

For disputed claims, South Carolina residents only may contact the South Carolina Department of Insurance, P.O. Box 100105, Columbia, SC 29202-3105 or call 803-737-6134.

**UTAH**

**NOTICE: Coverage afforded under this CONTRACT is not guaranteed by the Property and Casualty Guarantee Association.**

**NOTICE: This 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.**

Under Section **CANCELLATION of YOUR CONTRACT**:

Under paragraph 3, the following is added: WE may only cancel this CONTRACT under the following grounds:

1. Material misrepresentation
2. Substantial change in the risk assumed, unless the insurer should reasonably have foreseen the change or contemplated the risk when entering into the CONTRACT.
3. Substantial breaches of contractual duties, conditions, or warranties.

If WE cancel this CONTRACT, WE will mail written notice of cancellation to YOU at least ten (10) days before the effective date if this CONTRACT is cancelled due to non- payment of the CONTRACT selling price. If this CONTRACT is cancelled by US for any reason other than non-payment of HHCVP



the CONTRACT selling price, WE will mail written notice of cancellation to YOU at least thirty (30) days before the effective date of cancellation. The written notice shall state the effective date and reason for cancellation.

Section **GENERAL PROVISIONS**, paragraph A. **ARBITRATION** is deleted in its entirety.

## **VIRGINIA**

This CONTRACT is subject to limited regulation by The Department of Agriculture and Consumer Services, Office of Consumer Affairs.

If any promise made in the contract has been denied or has not been honored within 60 days after your request, you may contact the Virginia Department of Agriculture and Consumer Services, Office of Charitable and Regulatory Programs at [www.vdacs.virginia.gov/food-extended-service-contract-providers.shtml](http://www.vdacs.virginia.gov/food-extended-service-contract-providers.shtml) to file a complaint.

## **WASHINGTON**

\_\_\_\_\_ initial

Under Section **INSURANCE COMPANY STATEMENT**: Policy number is 46MARATHON

Under Section **CANCELLATION PROCEDURE**:

The following is added: A ten percent (10%) penalty shall be added to a refund that is not \_\_\_\_\_ made within thirty (30) days of the return of the CONTRACT to US.

After the first Sixty (60) days the service contract provider may not cancel the contract and is fully obligated under the terms of the contract.

**Under Section. GENERAL PROVISIONS, paragraph A** SUBROGATION the following sentence is added: Our subrogation rights exist only after you have been made financially whole under Washington law

## **NOTICE: This is not an Insurance Contract**

The following has been added: The implied warranty of merchantability on the motor vehicle is not waived if the contract was purchased within ninety (90) days of the purchase date of the motor vehicle, and the provider or service contract seller also sold the covered motor vehicle.

Please initial throughout contract that the service contract holder must comply with to keep coverage

## **WISCONSIN**

Under Section **INSURANCE COMPANY STATEMENT**: is deleted in its entirety and replaced with the following:

The performance and obligations of the provider for this **CONTRACT** are guaranteed and insured by a Reimbursement Insurance Policy issued by Atlantic Specialty Insurance Company, (**INSURER**) 605 North Highway 169, Suite 800, Plymouth, MN 55441, Tel: (800) 888-2738. In the event **WE** cease to operate, become bankrupt or fail to pay **YOUR** claim within sixty (60) days after proof of loss has been filed, **YOU** may make a direct claim against Atlantic Specialty Insurance Company by writing to the aforementioned address.

**In the event of a malfunction, defect, or failure of a COVERED PART, not listed on the exclusions, due to faulty workmanship or materials supplied by the original VEHICLE manufacturer, WE will repair or replace the COVERED PART, subject to terms, conditions and limitations specified herein less the DEDUCTIBLE amount shown, which YOU are responsible to pay. This CONTRACT does not cover: OEM Warranty covered Repairs and Parts; BREAKDOWNS resulting from abuse, Pre-existing conditions, Commercial Use of VEHICLE; BREAKDOWNS due to failure to perform or negligently performed maintenance service and/or repairs as recommended by the manufacturer. Maintenance parts and services are NOT covered under this CONTRACT.**

Under **CANCELLATION of YOUR CONTRACT**, paragraph 2 is deleted and replaced with the following:

1. All cancellation requests made after thirty (30) days of the purchase date of the CONTRACT:
  - a. Will be pro-rated by the time or mileage from the purchase date of this CONTRACT, whichever refund is less. If prorated by time, the time proration will be based on months used from the purchase date of the CONTRACT. One day into the month constitutes one month usage. Claims paid or the cost of repairs performed shall not be deducted from the amount to be refunded upon cancellation of the Service Contract.

Under Section **GENERAL PROVISIONS**:

Paragraph A. **ARBITRATION** is deleted in its entirety.

Paragraph B. **SUBROGATION** is deleted and replaced with the following:

In event that coverage is provided under this CONTRACT, WE shall be subrogated to all the rights YOU may have to recover against any person or organization arising out of any safety defect which is the subject of a voluntary or mandatory recall campaign, as well as out of any order, judgment, consent decree, or other settlement, and YOU shall execute and deliver instruments and papers and do whatever is necessary to secure such rights. YOU shall do nothing to prejudice those rights. Further, after YOU have been made whole, all amounts recovered by YOU for which YOU have also received benefits under this CONTRACT shall belong to, and be paid to US, up to the amount of benefits paid under this HHCVP

CONTRACT.

**NOTICE: THIS WARRANTY IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE.**

**WYOMING**

Under Section **CANCELLATION of YOUR CONTRACT:**

Under paragraph 3, the following is added: If WE cancel this CONTRACT, WE will mail a written notice of cancellation to YOU at the last known address before the tenth (10<sup>th</sup>) day preceding the effective date of cancellation. The notice shall state the effective date of cancellation and the reason. A notice will not be sent for cancellation for non-payment of premium, material misrepresentation, or a substantial breach of duties by YOU relating to the covered property or its use.

The following is added: A ten percent (10%) penalty per month shall be added to a refund that is not made within forty-five (45) days of the return of the CONTRACT to US.

Under Section **XIII. GENERAL PROVISIONS**, paragraph A. ARBITRATION is deleted in it's entirety.