



TIRE & WHEEL SERVICE CONTRACT PROTECTION LIMITED AGREEMENT AND REGISTRATION APPLICATION

TWS

REGISTERED CUSTOMER INFORMATION

Registration Code _____

Last Name _____ First Name _____ Middle Initial _____

Street Address _____ Apt # _____

City _____ State _____ Zip Code _____

Home Phone # _____ Bus. Phone # _____ E-mail _____

COVERED VEHICLE INFORMATION

Manufacturer _____ Model _____ Year _____

Vehicle ID # _____

Vehicle Purchase Price \$ _____ Amount Financed \$ _____

Vehicle Service Contract Purchase Price \$ _____ New Vehicle Used Vehicle

DEALER INFORMATION

Dealer # _____ Dealership _____

Street Address _____

City _____ State _____ Zip Code _____

I ("Registered Customer") whose signature appears below, acknowledge that the information contained above is, to the best of my knowledge, true. I have read the terms and conditions listed on the back of this Agreement and I understand and agree to all of the provisions herein. This Agreement is between the Obligor and Registered Customer.

Date of Sale (Effective Date of Agreement) _____ Registered Customer Signature _____ Dealer Signature _____

SPECIMEN

TIRE & WHEEL PROTECTION COVERAGE TERM

Please check (✓) one box only. 1 YEAR 2 YEARS 3 YEARS 4 YEARS 5 YEARS

IF NO BOX IS CHECKED (✓), MAXIMUM COVERAGE WILL APPLY UNLESS COVERAGE IS DECLINED AS SHOWN BELOW.

THE PURCHASE OF THE TIRE & WHEEL SERVICE CONTRACT PROTECTION IS NOT A REQUIREMENT FOR THE PURCHASE, LEASE OR FINANCING OF A COVERED VEHICLE.

THIS AGREEMENT IS NOT AN INSURANCE CONTRACT. THIS IS NOT AN AUTOMOBILE LIABILITY OR PHYSICAL DAMAGE INSURANCE POLICY.

The following models are excluded and not covered under the Interstate National Tire & Wheel Program:
Aston Martin, Bentley, Ferrari, Lamborghini, Lotus, Maserati, Maybach, McLaren and Rolls Royce.

SEE IMPORTANT TERMS AND CONDITIONS ON THE BACK OF THIS AGREEMENT.

DECLINATION OF TIRE & WHEEL PROTECTION

I do not choose to register my vehicle under the Tire & Wheel Vehicle Service Contract Protection Limited Agreement. By not purchasing the Tire & Wheel Protection Program, I fully understand that in the event my vehicle is involved in a road hazard incident I am not entitled to any of the Limited Agreement protection provisions provided under the terms of this Agreement.

Date _____ Registered Customer Signature _____ Dealer Signature _____

ADMINISTRATOR/OBLIGOR/PROVIDER • 3500 Piedmont Road NE, Suite 400, Atlanta, Georgia 30305 • 877-882-7481

TIRE & WHEEL SERVICE CONTRACT PROTECTION LIMITED AGREEMENT TERMS, CONDITIONS AND CLAIM PROCEDURES

The "Administrator"/"Obligor"/"Provider" for this Agreement is Safe-Guard Products International, LLC, 3500 Piedmont Road NE, Suite 400, Atlanta, Georgia 30305, 877-882-7481.

TIRE & WHEEL PROTECTION COVERAGES

- STANDARD COVERAGE:** This Tire & Wheel Service Contract Protection Limited Agreement ("Agreement") shall reimburse the Registered Customer (also referred to as "Owner", "You" and "Your" herein) for the costs associated with the repair or replacement of a tire or wheel attached to the Covered Vehicle which is damaged as a result of operational or structural failure due to a defect in material or workmanship.
- ADDITIONAL BENEFIT COVERAGE:** In the event a tire or wheel attached to the Covered Vehicle is damaged by a covered Road Hazard, this Agreement will reimburse the Registered Customer for the approved costs associated with the repair or replacement of the damaged tire and/or wheel subject to the following terms and conditions:
 - If the tire and/or wheel can be repaired; Administrator will reimburse You for the approved costs associated with the repair including mounting, balancing, valve stems, and taxes.
 - If the tire cannot be repaired or the wheel cannot be repaired and is damaged to the extent it fails to seal with the tire, Administrator will reimburse You for (1) an approved replacement tire and/or wheel of like, kind and quality at the average regional retail market rate and (2) the approved costs associated with the replacement including mounting, balancing, valve stems, and taxes.
 - Administrator will reimburse You for towing costs necessitated by damage caused by a covered Road Hazard up to \$100.
 - Replacement or aftermarket tires and wheels meeting the Covered Vehicle's manufacturer's size specifications will be covered for the remainder of the Agreement.

LIMITATIONS OF COVERAGE

THIS AGREEMENT IS ONLY VALID IF PURCHASED AT THE TIME OF SALE OF THE COVERED VEHICLE.

- Tread Depth Requirement:** Covered Vehicle's tires must have a minimum of 3/32" tread depth at the lowest point on the tire at the time of damage.
- Term: The term of the Agreement begins on the sale date of the Agreement and expires at the end of the term selected on the front of the Agreement.
- Owner Responsibilities:** Maintain air pressure at Covered Vehicle's/tire manufacturer's recommended levels and perform all manufacturer recommended and preventative maintenance, including alignments, rotations and balancing. Check tires periodically for (1) tread depth less than 3/32", (2) improper wear and (3) dry rot. Replace any tire with any of these conditions.
- Road Hazards are defined as debris on a public roadway such as nails, glass, potholes, rocks, tree limbs or any other object or condition not normally found in the roadway. Road conditions (such as uneven lanes or metal plates) found in construction zones or construction sites are not considered a covered Road Hazard. Damage or accidents caused by these conditions should be reported to Your automobile insurance company.
- Deductible: There is no deductible associated with this Agreement.
- Payment Terms: Agreement Purchase Price is due and payable at the time of sale of the Agreement. Payment may also be incorporated into the Registered Customer's Finance Agreement/Retail Installment Contract.
- Salvage:** Upon the replacement of a covered part, Administrator shall have all rights of ownership to the damaged covered part (salvaged parts).

TRANSFER PROCEDURE

The Registered Customer may transfer the Agreement at the time of the Covered Vehicle's resale to an individual, subject to a \$25 transfer fee made payable to Administrator, 3500 Piedmont Road NE, Suite 400, Atlanta, GA 30305, within thirty (30) days of the Covered Vehicle's resale date. **Copies of the front of the Agreement, the new registered title and bill of sale are required by Administrator to process the transfer request.** This Agreement is not transferable to another vehicle. **The right to cancel this Agreement is not transferable and only applies to the original Registered Customer.**

CLAIM PROCEDURE

Call Administrator at 877-882-7481 for a claim tracking number PRIOR to initiating a covered repair. Administrator's claims hours are 8:30am-8pm ET Monday through Friday and 9am-5pm ET Saturday. Repairs performed during non-business hours MUST be reported the following business day. The Administrator, at its sole discretion, has the right to inspect or require photographs of any tire/wheel prior to paying any claim benefit. Administrator has the right to require that the Covered Vehicle be present during inspection. In the event the damaged tire/wheel is not available for inspection, there will be no claim benefit payable under the Agreement. **For reimbursement, Registered Customer must submit a copy of (1) the Agreement, (2) claim tracking number, (3) invoice and receipts indicating repair/replacement and tread depth, and (4) a completed claim form (to be provided by Administrator at the time of claim initiation) to Administrator via mail at 3500 Piedmont Road NE, Suite 400, Atlanta, GA 30305, via fax at 678-894-3591, or via e-mail at twautoclaims@inds.com.** To obtain claim forms or to check the status of a claim, visit www.sgclaims.com. Administrator has the right to reasonably request any other documents or information necessary to process the claim. Replacement parts may consist of non-original manufacturer's parts. Administrator reserves the right to void the Agreement or deny claims at any time due to misuse, fraud, or misrepresentation. This is a reimbursement program for the repair/replacement of tires and/or wheels damaged due to a covered road hazard.

NON-COVERED EXPENSES

Any and all fines, snow tire or chain mounting or removal, towing by unlicensed service stations or garages, second tows, rental/replacement vehicles, vehicle storage charges, service on vehicles in unsafe condition for service or towing, failures resulting from normal wear and tear. No reimbursement is provided for service or towing on roads not regularly maintained. Tire/wheel accessories, environmental fees, shop supplies, nitrogen filling for tires, alignments or mechanical adjustments to the Covered Vehicle. Shipping associated with the damaged tire/wheel or replacement tire/wheel.

LIMITED AGREEMENT EXCLUSIONS

Tire or wheel damage occurring outside the United States, its territories, or Canada. Any Covered Vehicle involved in an accident. Any towing cost exceeding \$100 and/or not related to the repair/replacement of a tire/wheel damaged due to a covered road hazard. Tires with less than 3/32" tread depth at the lowest point on the tire, cosmetic damage such as scratches, nicks, etc., damage due to curb impact, sidewall damage, broken tire belts, operator error, abnormal wear, weather cracking, tread separation, dry rot, fixed object impact, or vandalism. Damage exacerbated by continued use of a damaged tire/wheel after initial occurrence of damage. Consequential damages. Recapped tires and racing tires. Acts of God, floods or fires. Acts associated with terrorism. Damages caused by or occurring on roads not regularly maintained. Commercial vehicles. Any tire or wheel damage covered by (1) Registered Customer's primary insurance provider, (2) a manufacturer's or tire distributor's warranty or recall, or (3) the entity or organization responsible for maintaining the roadway. Administrator will not accept paid bills for reimbursement on unauthorized claims, authorized claims without a claim tracking number or claims not filed within thirty (30) days of the date the damage occurs. The following models are excluded and not covered under the Agreement: Aston Martin, Bentley, Ferrari, Lamborghini, Lotus, Maserati, Maybach, McLaren and Rolls Royce.

This Agreement does not cover pre-existing damage, conditions or wear.

ARBITRATION PROCEDURE

You agree that all individual, class action or other claims or disputes arising from or relating to this Agreement, whether in contract, tort, pursuant to statute, regulation, ordinance or in equity or otherwise and whether Your dispute is with Administrator, Provider, Selling Dealer or the Insurance Company listed in the Settlement section, will be settled by impartial arbitration. To initiate arbitration, You must notify Administrator in writing of your desire to submit your issue to arbitration. You are responsible for providing Administrator with at least three (3) proposed arbitrators. Administrator has the right to question the proposed arbitrators to confirm neutrality and select any of the three (3) to act as the Arbitrator. If Administrator demonstrates that none of the three (3) proposed arbitrators are neutral, You may be asked to proffer additional arbitrators until one (1) is selected. The Arbitrator is responsible for setting the ground rules and procedures for the arbitration. You agree to abide by the arbitrator's decision and share the cost of arbitration equally, unless the Arbitrator directs otherwise. If this section conflicts with the statutory or regulatory arbitration provision in the state in which this Agreement was purchased, the state's arbitration rules will govern.

CANCELLATION PROCEDURES

Agreements cancelled by Registered Customer within thirty (30) days of Agreement Sale Date are eligible for a 100% refund of Agreement Purchase Price less any claims paid. To initiate the cancellation process, please contact the Administrator or the dealership on the front of the Agreement. After thirty (30) days, the Agreement is non-cancelable unless modified by a state-specific amendment. The refund amount will be payable to Registered Customer or the financial institution/lender, where applicable. All cancellation requests must be made in writing, signed by Registered Customer and received by Administrator at 3500 Piedmont Road NE, Suite 400, Atlanta, Georgia 30305. To obtain cancellation forms or to check the status of a cancellation, visit www.sgcancels.com.

SETTLEMENT

Obligations of the Provider under the Agreement are guaranteed under a reimbursement insurance policy issued by Virginia Surety Company, Inc., 175 W. Jackson Blvd., Chicago, IL 60604, 800-209-6206. If the Agreement benefit or refund is not provided by Administrator within sixty (60) days after all claim requirements have been met, the Registered Customer may apply for reimbursement directly to Virginia Surety Company, Inc. via the address or phone number listed above.

ADMINISTRATOR WILL INVESTIGATE AND PROSECUTE ANY SUSPECTED FRAUDULENT CLAIMS TO THE FULLEST EXTENT OF THE LAW. ADMINISTRATOR WILL CANCEL ANY AGREEMENT THAT WAS SECURED BY THE REGISTERED CUSTOMER VIA FRAUDULENT OR MISREPRESENTATIVE STATEMENTS OR ACTIONS. IF ANY PROVISION CONTAINED IN THIS AGREEMENT IS FOR ANY REASON HELD BY A COURT OF COMPETENT JURISDICTION TO BE INVALID OR UNENFORCEABLE, SUCH INVALIDITY OR UNENFORCEABILITY WILL NOT AFFECT ANY OTHER PROVISIONS OF THIS AGREEMENT.

FOR CLAIMS OR QUESTIONS ABOUT YOUR AGREEMENT, PLEASE CALL ADMINISTRATOR AT 877-882-7481.

STATE-SPECIFIC AMENDMENTS

If You purchase this Agreement in any of the following states, the following terms shall apply:

ALABAMA

1. The Cancellation section is replaced in its entirety by the following: Agreements cancelled by the Registered Customer within thirty (30) days of purchase date are eligible for a 100% refund of purchase price less claims paid. To initiate the cancellation process, please contact the Administrator or the dealership on the front of the Agreement. If cancelled after the first thirty (30) days, the Registered Customer will be refunded one hundred (100%) percent of the unearned Program Selling Price paid (calculated on a pro-rata basis) less claims paid less a processing fee of \$25. The refund amount will be payable to Registered Customer or the financial institution/lender, where applicable. A ten (10%) percent penalty per month will be applied to any refund not paid or credited within forty-five (45) days of Your written request to cancel the Agreement. All cancellation requests must be made in writing, signed by the Registered Customer and received by Administrator at 3500 Piedmont Road NE, Suite 400, Atlanta, Georgia 30305. To obtain cancellation forms or to check the status of a cancellation, visit www.sgcancels.com.

ARKANSAS

1. The Cancellation section is replaced in its entirety by the following: Agreements cancelled by the Registered Customer within thirty (30) days of Agreement Sale Date under which no claims were made are eligible for a refund of 100% of the Agreement purchase price less a cancellation fee in the amount of fifty (\$50.00) dollars. If a claim was made within the first thirty (30) days, then the amount of claims paid will also be deducted from the cancellation refund. Agreements cancelled by Registered Customer after thirty (30) days are eligible for a pro-rata refund based on the unexpired term (days) of the Agreement less claims paid less a cancellation fee in the amount of fifty (\$50.00) dollars. To initiate the cancellation process, please contact the Administrator or the dealership on the front of the Agreement. The refund amount will be payable to Registered Customer or the financial institution/lender, where applicable. All cancellation requests must be made in writing, signed by the Registered Customer and received by Administrator at 3500 Piedmont Road NE, Suite 400, Atlanta, Georgia 30305. To obtain cancellation forms or to check the status of a cancellation, visit www.sgcancels.com.

ARIZONA

1. The Cancellation section is replaced in its entirety by the following: Contracts cancelled by owner within thirty (30) days of purchase date are eligible for a 100% refund of purchase price. To initiate the cancellation process please contact your dealership. After 30 days, if your contract is cancelled, you are entitled to a pro-rata refund of the purchase price less a \$35.00 cancellation fee. All cancellation requests must be made in writing, signed by the customer named on the contract and received by Administrator at 3500 Piedmont Road NE, Suite 400, Atlanta, Georgia 30305.
2. "The Arbitration section is amended to add the following: Arizona Service Contract Holders may file with the Director of the Arizona Department of Insurance for relief of any complaint under the provision of A.R.S. §§ 20-1095.04 AND/OR 20-1095.09."
3. This Agreement will not be cancelled or voided by the Provider or its representatives for Pre-Existing Conditions.
4. Administrator may only void the Agreement or deny claims for misuse, fraud, or misrepresentation if those acts are committed by You or Your authorized representative.

CALIFORNIA

1. Safe-Guard Products International LLC's (Administrator) Vehicle Service Contract Provider license # is 0F57888.
2. The Settlement section is replaced in its entirety by the following: Performance to You under this Agreement is guaranteed by a California approved insurance company. You may file a claim with this insurance company if any promise made in the contract has been denied or has not been honored within 60 days of the date proof of loss was filed. The name, address and telephone number of the insurance company is: Virginia Surety Company, Inc., 175 W. Jackson Blvd., Chicago, IL 60604, 800-209-6206. If you are not satisfied with the insurance company's response, you may contact the California Department of Insurance at 1-800-927-4357 via the address or phone number listed above.
3. The Cancellation section is replaced in its entirety by the following: Agreements cancelled by Registered Customer within sixty (60) days of Agreement Sale Date are eligible for a refund of one hundred (100%) percent of the Agreement purchase price if no claims have been made against the Agreement or a pro-rata refund based upon the time expired from the Agreement Sale Date if a claim has been made. Agreements cancelled by Registered Customer after sixty (60) days are eligible for a pro-rata refund based upon the time expired from the Agreement Sale Date less a cancellation fee in the amount of twenty-five (\$25) dollars or ten (10%) percent of the Agreement purchase price, whichever is less. **To initiate the cancellation process, please contact the Administrator or dealership on the front of the Agreement ("Dealer"). To cancel this Agreement, You must return the Agreement to the Administrator or Dealer and submit a written request for cancellation signed by Registered Customer.** The refund amount will be paid within thirty (30) days of the Your written request to cancel the Agreement and will be payable to the Registered Customer or the financial institution/lender, where applicable. To obtain cancellation forms or to check the status of a cancellation, visit www.sgcancels.com.
4. The Arbitration Procedure language is replaced in its entirety by the following: **You and the Administrator, Provider, Selling Dealer and the Insurance Company listed in the Settlement Section ("Us") agree that all individual claims or disputes arising from or relating to this Agreement will be settled by impartial arbitration. To initiate arbitration, the aggrieved party must notify the aggrieving party in writing of its desire to submit the issue to arbitration. The aggrieved party is responsible for providing the aggrieving party with at least three (3) proposed arbitrators. The aggrieving party has the right to question the proposed arbitrators to confirm neutrality and select any of the three (3) to act as the Arbitrator. If the aggrieving party demonstrates that none of the three (3) proposed arbitrators are neutral, the aggrieving party may be asked to proffer additional arbitrators until one (1) is selected. The Arbitrator is responsible for setting the ground rules and procedures for the arbitration, as long as it doesn't conflict with the Consumers Legal Remedies Act. The parties agree to abide by the arbitrator's decision and share the cost of arbitration equally, unless the Arbitrator directs otherwise. If this section conflicts with the statutory or regulatory arbitration provision in the state in which this Agreement was purchased, the state's arbitration rules will govern. Any arbitration proceedings arising under this Agreement will proceed under procedures outlined in the California Arbitration Act. Such procedures can be found in the California Code of Civil Procedure section 1280. Additionally, the arbitrators shall not have the power to commit errors of law or legal reasoning, and the award may be vacated or corrected on appeal to a court of competent jurisdiction for any such error. If there is any conflict of law, California law will control over Federal law.**
5. If a tire is damaged to the extent it is obliterated or is no longer recognizable as a tire and the Registered Customer signs a notarized statement to that effect, the inspection requirement will be waived.
6. Administrator may only require the Registered Customer to return to the dealership on the front of the Agreement or another specific facility for repairs if the cost to tow the Covered Vehicle from i) the location the damage occurred or ii) the customer's residence to the dealership or repair facility is within the reimbursable limit of \$100.

COLORADO

1. Obligations of the Provider under the Agreement are guaranteed under Policy # 3473 and VSC-CL-1 End. (05/04) CO.

CONNECTICUT

1. If You are unable to resolve any disputes arising under this Agreement, You may file a formal written complaint with the Consumer Affairs Division of the Connecticut Insurance Department at PO Box 816, Hartford, CT 06142-0816. You are entitled to utilize the Insurance Commissioner's arbitration process to settle any disputes arising under this Agreement.
2. If the term of this Agreement is less than one (1) year, the term will be automatically extended while any covered repairs are being performed and the Covered Vehicle is in the custody of the repair facility.
3. The Cancellation Procedures section is amended to include the following: After the first thirty (30) days, this Agreement is non-cancelable if the Covered Vehicle is returned, sold, lost, stolen or destroyed.
4. In house service is not provided for under this Agreement. Registered Customer is solely responsible for any costs to transport the Covered Vehicle for service that exceed the one hundred (\$100.00) dollar towing allowance listed in Paragraph 3 of the Tire & Wheel Protection Coverages section.

GEORGIA

1. The Arbitration section is deleted in its entirety.
2. The Cancellation section is replaced in its entirety by the following: Agreements cancelled by the Registered Customer within thirty (30) days of Agreement Sale Date are eligible for a refund of 100% of the Agreement purchase price less a cancellation fee in the amount of twenty-five (\$25.00) dollars or ten (10%) percent of the pro-rata refund amount, whichever is less. Agreements cancelled by Registered Customer after thirty (30) days are eligible for a pro-rata refund based on the unexpired term (days) of the Agreement less a cancellation fee in the amount of twenty-five (\$25.00) dollars or ten (10%) percent of the pro-rata refund amount, whichever is less. To initiate the cancellation process, please contact the Administrator or the dealership on the front of the Agreement. The refund amount will be payable to Registered Customer or the financial institution/lender, where applicable. All cancellation requests must be made in writing, signed by the Registered Customer and received by Administrator at 3500 Piedmont Road NE, Suite 400, Atlanta, Georgia 30305. To obtain cancellation forms or to check the status of a cancellation, visit www.sgcancels.com. Provider may only cancel this Agreement for fraud, material misrepresentation, or non-payment of the Agreement Purchase Price. If Provider cancels this Agreement, refunds will be calculated according to the pro-rata method and no cancellation fee will be charge. If Provider cancels, You will be notified by certified mail stating the time when the cancellation will effective, which shall not be less than thirty (30) days from the date of mailing. The cancellation will conform to the requirements of Georgia Code Section 33-24-44. In the event Provider is unable to make a refund, You may file a claim directly with the insurer listed in the Settlement section.

STATE-SPECIFIC AMENDMENTS

If You purchase this Agreement in any of the following states, the following terms shall apply:

HAWAII

1. All references to "Provider" are replaced with "Obligor"
2. The Cancellation section is amended by adding the following: A ten (10%) percent penalty per month will be applied to any refund not paid or credited within forty-five (45) days after the return of the Agreement.

IDAHO

1. Coverage afforded under this motor vehicle service contract is not guaranteed by the Idaho Insurance Guarantee Association.
2. The Cancellation section is replaced in its entirety by the following: Agreements cancelled by the Registered Customer within thirty (30) days of Agreement Sale Date under which no claims were made are eligible for a refund of 100% of the Agreement purchase price less a cancellation fee in the amount of fifty (\$50.00) dollars. If a claim was made within the first thirty (30) days, then the amount of claims paid will also be deducted from the cancellation refund. Agreements cancelled by Registered Customer after thirty (30) days are eligible for a pro-rata refund based on the unexpired term (days) of the Agreement less claims paid less a cancellation fee in the amount of fifty (\$50.00) dollars. To initiate the cancellation process, please contact the Administrator or the dealership on the front of the Agreement. The refund amount will be payable to Registered Customer or the financial institution/lender, where applicable. All cancellation requests must be made in writing, signed by the Registered Customer and received by Administrator at 3500 Piedmont Road NE, Suite 400, Atlanta, Georgia 30305. To obtain cancellation forms or to check the status of a cancellation, visit www.sgcancels.com.

ILLINOIS

1. The Cancellation section is replaced in its entirety by the following: Agreements cancelled by the Registered Customer within thirty (30) days of purchase date are eligible for a 100% refund of purchase price less claims paid. To initiate the cancellation process, please contact the Administrator or the dealership on the front of the Agreement. If cancelled after the first thirty (30) days, the Registered Customer will be refunded one hundred (100%) percent of the unearned Program Selling Price paid (calculated on a pro-rata basis) less claims paid less a processing fee of \$25 or ten (10%) percent of the Program Selling Price, whichever is less. The refund amount will be payable to Registered Customer or the financial institution/lender, where applicable. All cancellation requests must be made in writing, signed by the Registered Customer and received by Administrator at 3500 Piedmont Road NE, Suite 400, Atlanta, Georgia 30305. To obtain cancellation forms or to check the status of a cancellation, visit www.sgcancels.com.

INDIANA

1. Your proof of payment to the Selling Dealer, Administrator or Provider constitutes proof of payment to the insurer listed in the Settlement section of the Agreement.
2. The Arbitration Procedure language is replaced in its entirety by the following: **You agree that all individual or other claims or disputes arising from or relating to this Agreement, whether in contract, tort, pursuant to statute, regulation, ordinance or in equity or otherwise and whether Your dispute is with Cancellations/Transfers Administrator, Coverage/Claims Administrator, Provider, Selling Dealer or the Insurance Company listed in the Settlement section, will be settled by impartial arbitration. To initiate arbitration, You must notify the Coverage/Claims Administrator in writing of Your desire to submit Your issue to arbitration.** The Coverage/Claims Administrator is responsible for providing You with at least three (3) proposed Arbitrators, each of which must reside within the state of Indiana. **You have the right to question the proposed Arbitrators to confirm neutrality and select any of the three (3) to act as the Arbitrator. If You demonstrate that none of the three (3) proposed Arbitrators are neutral, You may ask for the Coverage/Claims Administrator to proffer additional Arbitrators until one (1) is selected.** The Arbitrator is responsible for setting the ground rules and procedures for the arbitration. **You agree to abide by the Arbitrator's decision and share the cost of arbitration equally**, unless the Arbitrator directs otherwise. If this section conflicts with the statutory or regulatory arbitration provision in the state in which this Agreement was purchased, the state's arbitration rules will govern. Any arbitration proceedings arising under this Agreement will proceed under procedures adopted by the American Arbitration Association. Such procedures can be found at www.adr.org or by calling 1-800-778-7879.

IOWA

1. You may contact the Iowa Securities and Regulated Industries Bureau, 340 East Maple, Des Moines, IA 50319-0066.
2. The Cancellation section is amended to include the following: Administrator (Provider) is liable for any cancellation refunds. If You cancel this Agreement, Provider will mail You a written notice of termination within fifteen (15) days of the date of termination. A ten (10%) percent penalty per month will be applied to any refund not paid or credited to You within thirty (30) days of Your return of the Agreement. In the event You are unable to obtain Your cancellation refund from Provider, You may contact the insurance company listed in the Settlement section directly.

MAINE

1. The Obligor of this contract is the Dealer listed on the front of the Agreement. This Agreement is between the Dealer and Registered Customer. Dealer has appointed Safe-Guard Products International, LLC ("Administrator") as the authorized administrator of this Agreement. Administrator neither assumes nor has any liability whatsoever for the obligations of this Agreement.

MASSACHUSETTS

1. The Obligor of this contract is the Dealer listed on the front of the Agreement. This Agreement is between the Dealer and Registered Customer. Dealer has appointed Safe-Guard Products International, LLC ("Administrator") as the authorized administrator of this Agreement. Administrator neither assumes nor has any liability whatsoever for the obligations of this Agreement.

MICHIGAN

1. The Obligor of this contract is the Dealer listed on the front of the Agreement. This Agreement is between the Dealer and Registered Customer. Dealer has appointed Safe-Guard Products International, LLC ("Administrator") as the authorized administrator of this Agreement. Administrator neither assumes nor has any liability whatsoever for the obligations of this Agreement.

MINNESOTA

1. The Cancellation section is amended to include the following: A ten (10%) percent penalty per month will be added to a refund that is not paid within thirty (30) days after the return of the contract to the Provider.

MISSISSIPPI

1. The Arbitration section is deleted in its entirety.

MISSOURI

1. The Cancellation section is amended to include the following: Provider will mail a written notice to Registered Customer within fifteen (15) days of the effective date of termination. A ten (10%) percent penalty per month will be added to a refund that is not paid within thirty (30) days after the return of the contract to the Provider.
2. Non-original manufacturer parts will be used if original manufacturer's parts are unavailable at the time of the claim.

NEBRASKA

1. 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.
2. The Arbitration section is deleted in its entirety.

NEVADA

1. The Cancellation section is replaced in its entirety with the following: Agreements cancelled by the Registered Customer within twenty (20) days after the date the Agreement was mailed to the Registered Customer or within ten (10) days of the Agreement Sale Date if the Agreement was given to the Registered Customer at the time of purchase (the applicable time frame being referred to as the "Free Look Period") under which no claims were made are eligible for a refund of 100% of the Agreement purchase price. Agreements cancelled by the Registered Customer during the Free Look Period under which a claim was made during the Free Look Period or Agreements cancelled by Registered Customer after the Free Look Period are eligible for a pro-rata refund based on the unexpired term (days) of the Agreement less a cancellation fee in the amount of fifty (\$50.00) dollars. To initiate the cancellation process, please contact the Administrator or the dealership on the front of the Agreement. The refund amount will be payable to Registered Customer or the financial institution/lender, where applicable. All cancellation requests must be made in writing, signed by the Registered Customer and received by Administrator at 3500 Piedmont Road NE, Suite 400, Atlanta, Georgia 30305. Cancellation forms can be obtained from www.safe-guardproducts.com/forms. To check the status of Your cancellation You may visit www.sgcancels.com. A ten (10%) percent penalty per thirty (30) day period will be applied to any refund not paid or credited within forty-five (45) days after the return of the Agreement. Provider may only cancel this Agreement for Your failure to pay an amount when due, Your conviction of a crime which results in an increase in the service required under the Agreement, Your fraud or material misrepresentation in obtaining the Agreement or in presenting a claim for service thereunder, or the discovery of an act or omission by You or Your violation of any condition of the Agreement or material change in the nature or extent of the required service or repair which occurred after the Agreement effective date that substantially or materially increases the service required under the Agreement. If Provider cancels this Agreement, You will be provided with at least fifteen (15) days prior written notice of the effective date of cancellation and the reason for cancellation. No cancellation fee will be charged if Provider cancels the Agreement.
2. This Agreement is not renewable and expires in accordance with the selected Term.

STATE-SPECIFIC AMENDMENTS

If You purchase this Agreement in any of the following states, the following terms shall apply:

NEW HAMPSHIRE

1. In the event you do not receive satisfaction under this Agreement, you may contact the New Hampshire Insurance Department, 21 South Fruit Street, Suite 14, Concord, NH 03301, (603) 271-2261.
2. Residents of New Hampshire are not required to abide by the Arbitration section.

NEW JERSEY

1. The Obligor of this contract is the Dealer listed on the front of the Agreement. This Agreement is between the Dealer and Registered Customer. Dealer has appointed Safe-Guard Products International, LLC ("Administrator") as the authorized administrator of this Agreement. Administrator neither assumes nor has any liability whatsoever for the obligations of this Agreement.

NEW MEXICO

1. The Cancellation section is amended to include the following: A ten (10%) percent penalty per thirty (30) day period will be applied to any refund not paid or credited within sixty (60) days after the return of the Agreement. After seventy (70) days, Provider may only cancel this Agreement for Your failure to pay an amount when due, Your conviction of a crime which results in an increase in the service required under the Agreement, Your fraud or material misrepresentation in obtaining the Agreement or in presenting a claim for service thereunder, or the discovery of an act or omission by You or Your violation of any condition of the Agreement or material change in the nature or extent of the required service or repair which occurred after the Agreement effective date that substantially or materially increases the service required under the Agreement. If Provider cancels this Agreement, You will be provided with at least fifteen (15) days prior written notice of the effective date of cancellation and the reason for cancellation.

NEW YORK

1. The Cancellation section is replaced in its entirety by the following: Agreements cancelled by Registered Customer within thirty (30) days of purchase date are eligible for a 100% refund of purchase price less claims paid. To initiate the cancellation process, please contact the Administrator or the dealership on the front of the Agreement. All cancellation requests must be made in writing, signed by Registered Customer and received by Administrator at 3500 Piedmont Road NE, Suite 400, Atlanta, Georgia 30305. To obtain cancellation forms or to check the status of a cancellation, visit www.sgcancels.com. A ten percent (10%) penalty per month shall be added to a refund that is not made within thirty (30) days of the cancellation request or return of the properly cancelled contract. After thirty (30) days the Agreement is non-cancelable. If Provider cancels this Agreement, Provider will provide You with written notice at least fifteen (15) days prior to cancellation and state the effective date and reason for cancellation.

NORTH CAROLINA

1. The Cancellation section is replaced in its entirety by the following: Registered Customer may cancel the Agreement at anytime by following the procedures herein. Agreements cancelled are eligible for a pro-rata refund based on the unexpired term (days) of the Agreement less claims paid less a cancellation fee in the amount of ten (10%) of the amount of the pro rata refund. To initiate the cancellation process, please contact the Administrator or the dealership on the front of the Agreement. The refund amount will be payable to Registered Customer or the financial institution/lender, where applicable. All cancellation requests must be made in writing, signed by the Registered Customer and received by Administrator at 3500 Piedmont Road NE, Suite 400, Atlanta, Georgia 30305. To obtain cancellation forms or to check the status of a cancellation, visit www.sgcancels.com. Provider may only cancel this Agreement for nonpayment of the Agreement Purchase Price or for a direct violation of the Agreement by Registered Customer that provides for cancellation.

OHIO

1. This contract is not insurance and is not subject to the insurance laws of this state.

OKLAHOMA

1. Coverage afforded under this contract is not guaranteed by the Oklahoma Insurance Guaranty Association.
2. Agreements cancelled by the Registered Customer within the first thirty (30) days under which no claim has been authorized or paid, are entitled to a full refund. If Registered Customer cancels the Agreement after thirty (30) days, or submitted a claim within the first thirty (30) days, the return premium shall be based on one hundred percent (100%) of the unearned pro rata premium minus ten percent (10%) or fifty (\$50.00) dollars, whichever is less, and less the amount of any claims paid under the Agreement. In the event the contract is canceled by Provider, return of premium shall be based upon one hundred percent (100%) of unearned pro rata premium. To initiate the cancellation process, please contact the Administrator or the dealership on the front of the Agreement. The refund amount will be payable to Registered Customer or the financial institution/lender, where applicable. All cancellation requests must be made in writing, signed by the Registered Customer and received by Safe-Guard Products International, LLC at 3500 Piedmont Road NE, Suite 400, Atlanta, Georgia 30305. Cancellation forms can be obtained from www.safe-guardproducts.com/forms. To check the status of Your cancellation, you may visit www.sgcancels.com.
3. Oklahoma service warranty Statutes do not apply to commercial use references in service warranty contracts.

OREGON

1. All references to "Provider" are replaced with "Obligor"
2. The Cancellation section is amended by adding the following: A ten (10%) percent penalty per month will be applied to any refund not paid or credited within forty-five (45) days after the return of the Agreement.
3. The Arbitration section is replaced in its entirety by: The Parties may agree that all individual, class action or other claims or disputes arising from or relating to this Agreement, whether in contract, tort, pursuant to statute, regulation, ordinance or in equity or otherwise and whether Your dispute is with Administrator/Obligor, Selling Dealer or the Insurance Company listed in the Settlement section, will be settled by impartial arbitration. To initiate arbitration, You must notify Administrator in writing of your desire to submit your issue to arbitration. You are responsible for providing Administrator with at least three (3) proposed arbitrators. Administrator has the right to question the proposed arbitrators to confirm neutrality and select any of the three (3) to act as the Arbitrator. If Administrator demonstrates that none of the three (3) proposed arbitrators are neutral, You may be asked to proffer additional arbitrators until one (1) is selected. The Arbitrator is responsible for setting the ground rules and procedures for the arbitration. The arbitrator's decision is non-binding unless the Parties agree otherwise. The parties will and share the cost of arbitration equally, unless the Arbitrator directs otherwise. Arbitrations will take place under the laws of the state of Oregon and will be held in the registered customer's county or any other county in Oregon agreed upon by both Parties.

PENNSYLVANIA

1. The Obligor of this contract is the Dealer listed on the front of the Agreement. This Agreement is between the Dealer and Registered Customer. Dealer has appointed Safe-Guard Products International, LLC ("Administrator") as the authorized administrator of this Agreement. Administrator neither assumes nor has any liability whatsoever for the obligations of this Agreement.

SOUTH CAROLINA

1. The Cancellation section is amended by adding the following: A ten (10%) percent penalty per month will be applied to any refund not paid or credited within forty-five (45) days after the return of the Agreement. If Provider cancels the Agreement, Provider will mail a written notice to the contract holder at least fifteen (15) days prior to the effective date of cancellation and state the effective date of cancellation and the reason for cancellation.
2. In the event of a dispute with the provider of this Agreement, you may contact the South Carolina Department of Insurance, Capitol Center, 1201 Main Street, Suite 1000, Columbia, South Carolina 29201 or 800-768-3467.

TEXAS

1. The Cancellation section is amended to include the following: If Provider cancels this Agreement, Provider will provide written notice at least fifteen (15) days prior to cancellation and state the effective date of cancellation and the reason for cancellation. A ten (10%) percent penalty per month will be applied to any refund not paid or credited within forty-five days after Your return of the Agreement.
2. The Settlement section is replaced in its entirety by the following: Obligations of the Provider under the Agreement are insured under a service contract reimbursement policy underwritten by Virginia Surety Company, Inc., 175 W. Jackson Blvd., Chicago, IL 60604, 800-209-6206. If the Agreement benefit is not provided by Administrator within sixty (60) days after all claim requirements have been met or a refund is not paid before the 46th day after the date on which the Registered Customer notified Administrator of their intent to cancel, the Registered Customer may apply for reimbursement directly to Virginia Surety Company, Inc.
3. Unresolved complaints concerning a provider or questions concerning the registration of a service contract provider may be addressed to the Texas Department of Licensing and Regulation, P.O. Box 12157, Austin, Texas 78711, telephone number 512-463-6599 or 800-803-9202.

STATE-SPECIFIC AMENDMENTS

If You purchase this Agreement in any of the following states, the following terms shall apply:

UTAH

1. Coverage afforded under this Agreement is not guaranteed by the Property and Casualty Guaranty Association.
2. The Claims Procedure section is amended to include the following: "Your failure to contact the Administrator within the specified time frame will not invalidate your claim if You can demonstrate it was not reasonably possible to give notice or file Your claim within the prescribed time frame and Your notice was given as soon as reasonably possible."
3. The following sentence is not applicable in Utah: "Administrator reserves the right to void the Agreement or deny claims at any time due to misuse, fraud, or misrepresentation." In the event of Registered Customer's misuse, fraud or misrepresentation, Administrator may cancel the contract in accordance with paragraph b of the Cancellations Procedures section.
4. The Arbitration section is amended to include the following: Any matter in dispute between you and Provider may be subject to arbitration as an alternative to court action pursuant to the rules of the American Arbitration Association, a copy of which is available on request from the Administrator. Any decision reached by arbitration shall be binding upon both You and Provider. The Arbitration award may include attorneys' fees if allowed by state law and may be entered as a judgment in any court of proper jurisdiction. Nothing in this section shall preclude You from bringing an action arising under this Agreement in a small claims court having proper jurisdiction.
5. The Cancellation Procedures section is replaced in its entirety by the following:
 - a) Agreements cancelled by Registered Customer within sixty (60) days of Agreement Sale Date are eligible for a 100% refund of Agreement Purchase Price less any claims paid. To initiate the cancellation process, please contact the Administrator or the dealership on the front of the Agreement. After sixty (60) days, the Agreement is non-cancelable. The refund amount will be payable to Registered Customer or the financial institution/lender, where applicable. All cancellation requests must be made in writing, signed by Registered Customer and received by Administrator at 3500 Piedmont Road NE, Suite 400, Atlanta, Georgia 30305. To obtain cancellation forms or to check the status of a cancellation, visit www.sgcancels.com.
 - b) Provider may only cancel the Agreement due to Registered Customer's misrepresentation or substantial breach of their contractual obligation as set forth in the Agreement. If Provider cancels within 60 days of Agreement Sale Date, We will provide Registered Customer with 10 days notice. If Provider cancels after 60 days of the Agreement Sale Date, We will provide Registered Customer with 30 days notice.
6. This service contract is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department.

VERMONT

1. Residents of Vermont are not required to abide by the Arbitration section.

WASHINGTON

1. The Arbitration section is amended to include the following: Arbitration proceedings will be held at a location in closest proximity to the Registered Customer's permanent residence."
2. The Cancellation Procedures section is replaced in its entirety by the following: Agreements cancelled by Registered Customer within thirty (30) days of Agreement Sale Date are eligible for a 100% refund of Agreement Purchase Price less any claims paid. Agreements cancelled by Registered Customer after thirty (30) days are eligible for a pro-rata refund based upon the time expired from the Agreement Purchase Date, less claims paid, less a twenty-five (\$25) dollar cancellation fee. To initiate the cancellation process, please contact Administrator or the dealership on the front of the Agreement ("Dealer"). To cancel this Agreement, You must return the Agreement to Administrator or Dealer and submit a written request for cancellation signed by Registered Customer. The refund amount will be payable to the Registered Customer or the financial institution/lender, where applicable. A ten (10) percent penalty will be applied to any refund that is not paid within thirty (30) days of Your return of the Agreement. This Agreement is non-cancelable by Provider except for fraud, material misrepresentation, or failure to pay the Agreement Purchase Price. After sixty (60) days, Provider cannot cancel the Agreement. To obtain cancellation forms or to check the status of a cancellation, visit www.sgcancels.com.
3. The Settlement section is replaced in its entirety by the following: Obligations of the Provider under the Agreement are guaranteed under warranty reimbursement policy # 014 underwritten by Virginia Surety Company, Inc., 175 W. Jackson Blvd., Chicago, IL 60604, 800-209-6206. You are entitled to make a direct claim to Virginia Surety Company, Inc. To do so please call 800-209-6206 for instructions via the address or phone number listed above.

WISCONSIN

1. All references to "Provider" are replaced with "Warrantor".
2. All references to "Service Contract" are replaced with "Warranty".
3. THIS WARRANTY IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE.
4. The Arbitration section is deleted in its entirety.
5. You must submit our notice of loss to Administrator as soon as reasonably possible and within one year after the date of loss. Your failure to submit the notice of loss to Administrator within this time frame or to obtain preauthorization does not invalidate or reduce Your benefit unless Administrator is prejudiced by your failure to file timely notification.
6. The Cancellation Procedures section is replaced in its entirety by the following: Agreements cancelled by Registered Customer within thirty (30) days of Agreement Sale Date are eligible for a 100% refund of Agreement Purchase Price. To initiate the cancellation process, please contact the Administrator or the dealership on the front of the Agreement. After thirty (30) days, the Agreement is non-cancelable. The refund amount will be payable to Registered Customer or the financial institution/lender, where applicable. All cancellation requests must be made in writing, signed by Registered Customer and received by Administrator at 3500 Piedmont Road NE, Suite 400, Atlanta, Georgia 30305. To obtain cancellation forms or to check the status of a cancellation, visit www.sgcancels.com.
7. The Settlement section is replaced in its entirety by the following: Obligations of the Warrantor under the Agreement are guaranteed under a reimbursement insurance policy issued by Virginia Surety Company, Inc., 175 W. Jackson Blvd., Chicago, IL 60604, 800-209-6206. In the event of Warrantor's insolvency or other financial impairment or if the Agreement benefit is not provided by Warrantor within sixty (60) days after all claim requirements have been met, Registered Customer may apply for reimbursement directly to Virginia Surety Company, Inc. via the address or phone number listed above.

WYOMING

1. The Cancellation section is replaced in its entirety by the following:
 - a) Agreements cancelled by Registered Customer within thirty (30) days of Agreement Sale Date are eligible for a 100% refund of Agreement Purchase Price less any claims paid. Agreements cancelled by Registered Customer after thirty (30) days are eligible for a pro-rata refund based on the unexpired term of the Agreement less claims paid less a cancellation fee in the amount of thirty-five (\$35.00) dollars. To initiate the cancellation process, please contact the Administrator or the dealership on the front of the Agreement. The refund amount will be payable to Registered Customer or the financial institution/lender, where applicable. All cancellation requests must be made in writing, signed by Registered Customer and received by Safe-Guard Products International, LLC at 3500 Piedmont Road, NE, Suite 400, Atlanta, Georgia, 30305. To obtain cancellation forms or to check the status of a cancellation, visit www.sgcancels.com. A ten (10%) percent penalty per month will be added to a refund that is not paid or credited within forty-five (45) days after Registered Customer returns the Agreement to Administrator.
 - b) Provider reserves the right to cancel the Agreement or deny claims at any time due to Registered Customer's substantial breach of the Agreement, misuse, fraud or misrepresentation. Provider will mail a written notice to the Registered Customer at their last known address at least ten (10) days prior to the effective date of cancellation.
2. All parties agree to have all disputes arising out of this Agreement settled via arbitration in accordance with the Wyoming Arbitration Act.