

STATE CHANGES (CONTINUED)

UTAH: Coverage afforded under this **Service Contract** is not guaranteed by the Utah Property and Casualty Guaranty Association. Upon Our failure to perform under this **Service Contract**, Lyndon Property Insurance Company shall pay, on Our behalf, any sums **We** are legally obligated to pay or shall provide any service **We** are legally obligated to perform according to Our contractual obligations under this **Service Contract** issued or sold by Us.

The following is added to the Refunds provision: If **We** cancel within the first thirty days or for nonpayment at any time, it must provide 10 days notice. If **We** cancel after 60 days, **We** must provide 30 days notice. After 60 days, **We** may only cancel for any of the reasons set forth in Utah Statutes 31A-21-303 (2)(a), including material misrepresentation, fraud, or a substantial breach of a contractual duty or condition.

The following is added to Section B.5 of "How to Make a Claim": **Your** failure to submit items B.1, B.2, and B.4 within 10 days of completed repairs will not invalidate **Your** claim if **You** can show that it was not reasonably possible to submit those items within 10 days and those items were submitted as soon as reasonably possible.

The terms under which this **Service Contract** may be paid are as follows: The purchase price may be paid in full, financed through **Your** lender, or paid in accordance with a payment plan. The **Issuing Dealer** can explain these payment options to **You**.

The following is deleted from the "How to Make a Claim" section: **NATURE OF AGREEMENT:** **You** agree and understand that this **Service Contract** is NOT A POLICY OF INSURANCE. This **Service Contract** is subject to the rules and regulations as may be devised by the Federal Trade Commission under the authority given to it by the Magnuson Moss Warranty-- Federal Trade Commission Improvement Act (Act of January 4, 1975, Public law 93-637) as it relates to **Service Contracts**.

VERMONT: The following is added to the Refunds provision: **We** may cancel this **Service Contract** within the first 60 days for any reason. After 60 days, **We** may only cancel this **Service Contract** for one or more of the following reasons (a) Nonpayment of the **Service Contract** purchase price (b) Material misrepresentation; (c) a substantial change in the risk assumed unless **We** should reasonably have foreseen the change or contemplated the risk when entering in this **Service Contract**; or (d) substantial breaches of the contractual duties, conditions or warranties under the **Service Contract**. **We** will mail a cancellation notice which states the reason and the effective date for cancellation to **You** at least 45 days, (15 day for non payment of the **Service Contract** purchase price), before this **Service Contract** is cancelled. Such notice will be delivered by certified mail, except that in the case of cancellation for nonpayment of the **Service Contract** purchase price, notice shall be by certified mail or certificate of mailing.

The Arbitration Agreement provision is amended to state that arbitration is binding upon the parties only if both parties agree to the Arbitration process.

VIRGINIA: Under Additional Benefits "Complimentary 24-Hour Roadside Assistance" coverage is deleted in its entirety. This benefit is not available in Virginia.

WASHINGTON: The following is added to the Right to Recover provision: **We** are entitled to the recovery after **You** have been fully compensated for any loss by the other party.

The Refunds provision is deleted and replaced with the following: Within the first 30 days after receipt of this **Service Contract**, the **Service Contract** may be cancelled by **You**, and a full refund will be made if **You** provided a written request for cancellation to **Us** or the **Issuing Dealer** and if no claim has been made against the **Service Contract**. If more than 30 days after receipt of this **Service Contract**, or if a claim has been made, a pro-rata refund, based on either elapsed time or mileage, whichever is greater, computed from the date this **Service Contract** was purchased and from the **Vehicles** mileage on that date, less an administrative fee of twenty-five dollars (\$25.00) will be made provided a written request for cancellation and documentation of the **Vehicles** mileage has been given to **Us** or the **Issuing Dealer**. **Vehicle** mileage may be documented by a written statement from the **Issuing Dealer**, or by a notarized statement as to the **Vehicles** odometer reading. The above cancellation provisions are not applicable if this **Service Contract** has been or is being transferred to another person or entity. Any cancellation refunds will be made payable to the Lienholder, if a lien is outstanding against the **Vehicle** and/or this **Service Contract** itself. Should the **Vehicle** be repossessed or deemed a total loss, the rights hereunder shall transfer to the Lienholder as its interest may appear and the **Issuing Dealer** or **We** agree to effect cancellations at Lienholders request upon receipt of evidence of repossession or total loss, and name the Lienholder as the loss payee of any resulting refund. A 10% penalty shall be added to any refund that is not paid within 30 days of return of this **Service Contract** to **Us**. **We** may not cancel for any other reason other than stated above and are otherwise fully obligated under the terms of this **Service Contract**.

The following is added to the Arbitration Agreement provision: Arbitration is binding and the Arbitration must be held at a location close proximity to **Your** permanent address. The State of Washington is the jurisdiction of any civil action in connection with the **Service Contract**. The Commissioner is **Our** attorney to receive service of legal process in any action, suit, or proceeding in any court.

The Notice provision is deleted and replaced with the following: Our obligations and promises contained within the **Service Contract** are guaranteed by Policy number 55-WA-VW601-0906 issued by Lyndon Property Insurance Company. You may also file a claim directly with Lyndon Property Insurance Company at 14755 N. Outer Forty Road, Ste. 400, St. Louis, MO 63017. The toll-free number is (800)950-6060.

WEST VIRGINIA: The Arbitration Agreement provision is deleted and replaced with the following:

If **We** and **You** do not agree whether coverage is provided under this **Service Contract** for a claim made by or against **You**, both parties may, by mutual consent, agree in writing to arbitration of the disagreement. If both parties agree to arbitrate, each party will select an arbitrator. The two arbitrators will select a third arbitrator. If they cannot agree upon the selection of a third arbitrator within 30 days, both parties must request that selection of a third arbitrator be made by a judge of a court having jurisdiction. Unless both parties agree otherwise, arbitration will take place in the county in which the address shown in the declarations section is located. Local rules of law as to procedure and evidence will apply. A decision agreed to by any two will be binding. Payment of the arbitrator's fee shall be made by **Us** if coverage is found to exist. If coverage is not found, each party will:

- (a) pay its chosen arbitrator; and
- (b) bear the other expenses of the third arbitrator equally.

WISCONSIN - THIS SERVICE CONTRACT IS ONLY SUBJECT TO LIMITED REGULATIONS BY THE OFFICE OF THE COMMISSIONER OF INSURANCE.

The Arbitration Agreement provision is amended to state that the Arbitration process is nonbinding.

The following is added to the Right to Recover provision: **We** shall not be entitled to any subrogation proceeds unless and until **You** have been fully reimbursed for **Your** loss.

The following is added to the How to Make a Claim provision:

Notice of loss should be made as soon as reasonably possible and within one year. Failure by you to give notice or obtain prior authorization does not invalidate or reduce a claim unless we are prejudiced by your failure to give notice or obtain prior authorization.

WYOMING - The Refunds provision is deleted and replaced with the following: Refunds - Within the first 30 days after receipt of this **Service Contract**, this **Service Contract** may be cancelled by **You**, and a full refund will be made if **You** provide a written request for cancellation to the **Issuing Dealer** and if no claim has been made against this **Service Contract**. If a claim has been made against this **Service Contract**, or after this **Service Contract** has been in effect more than 30 days, a pro-rata refund, less a \$35 processing fee will be made based on either elapsed time or mileage whichever is greater, by the **Issuing Dealer** to **You**, provided a written request for cancellation and documentation of the **Vehicle** mileage has been given to the **Issuing Dealer**. **Vehicle** mileage may be documented by a written statement from the **Issuing Dealer**, or by a notarized statement as to the **Vehicle** odometer reading. The above cancellation provisions are not applicable in any way if this **Service Contract** has been or is being transferred to another person or entity. If a lien is outstanding against the described **Vehicle** and/or this **Service Contract** itself, any cancellation refunds will be made payable to **You** and the lienholder may be shown as an additional payee. Should the **Vehicle** be repossessed or deemed a total loss, the rights hereunder shall transfer to the Lienholder as its interest may appear and the **Issuing Dealer** agrees to effect cancellation at Lienholder's request upon receipt of evidence of repossession or total loss, and name the Lienholder as the sole payee of any resulting refund. If **We** cancel this **Service Contract** for any reason other than nonpayment of the **Service Contract** purchase price, a material misrepresentation by **You**, or a substantial breach of duties by **You** relating to the **Vehicle** or its use, **We** shall mail a written notice to **You** at least ten (10) days prior to cancellation, stating the effective date of the cancellation and the reason for cancellation. A 10% penalty per month shall be added to any refund that is not paid or credited to **You** within 45 days after the return of this **Service Contract** to **Us**.

The following is added to the Notice provision: **Our** obligations under this **Service Contract** are backed by **Our** full faith and credit.

The Arbitration Agreement provision is deleted and replaced with the following: Any controversy or claim arising out of relating to this **Service Contract** or the breach thereof, shall be settled by arbitration in accordance with the Wyoming Arbitration Act. Any judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof. Arbitration shall be nonbinding.