Dear John Q. Sample,

At Protective Your Contract needs are Our primary concern. You will find key Coverage and procedure information within this Contract. At the time You purchased this Contract, You should have received a Contract Registration Page from the Dealer. If not, please contact the Dealer to obtain a copy. If, upon reviewing this Contract, You find that the Contract terms are not what You expected, please contact the Administrator.

For Your assistance, We have provided two Contract identification cards that You will find affixed to the back cover of this Coverage booklet. If the Vehicle has a Breakdown and You do not have Your identification card with You, please reference the following when filing a claim:

Vehicle VIN/ID/Serial Number:

Deductible:

Contract number:

Contract effective date:

Coverage plan name:

Contract Term:

Months Miles

For complete information in regard to how to file a claim, please refer to Section F., “REPORTING A MECHANICAL BREAKDOWN CLAIM”, of this Contract.

We look forward to serving Your Contract needs. If You have questions regarding claims service, processing, transfers or cancellations, do not hesitate to contact the Administrator at 800.222.2721. If You are in need of emergency road service coverage call 877.877.9359.

Sincerely,
Protective

SUMMARY OF IMPORTANT INFORMATION

Please fully read the terms and conditions of your service contract carefully.

The following are some important things you should know:

1. If you have Powertrain, Plus, Advanced or Wrap-Pre-Owned Coverage your contract has a waiting period. This means you will not have coverage until 30 days have passed since you purchased this contract and you have driven 1,000 miles. See Section C (When Coverage Begins and Ends) for further details.

2. Please refer to Sections E (Coverage) and H (Exclusions and other Coverage Limitations) for a description of what your contract does and does not cover. Some mechanical breakdowns are not covered.

3. Please see Section J (Limits of Liability) for a description of the maximum amount we will pay. The total amount paid to repair your vehicle is limited.

4. Refer to the steps provided in Section F (Reporting a Mechanical Breakdown Claim), which include obtaining prior authorization, before you have your vehicle repaired.

5. You are responsible for maintaining your vehicle as recommended by the manufacturer and keeping proper maintenance records.

6. Payment of the deductible amount listed on your contract is required for each repair claim.

7. If you cancel your contract, you may be entitled to a refund. See Section L (Contract Cancellation) for a description of the amount refunded if you cancel your contract.

Coverage Booklet

TABLE OF CONTENTS

A. DEFINITIONS 1

B. YOUR RESPONSIBILITIES 1

C. WHEN COVERAGE BEGINS AND ENDS 1

D. DEDUCTIBLE 2

E. COVERAGE 2

F. REPORTING A MECHANICAL BREAKDOWN CLAIM 4

G. ADDITIONAL BENEFITS 5

H. EXCLUSIONS AND OTHER COVERAGE LIMITATIONS 6

I. CLAIM APPEAL PROCESS 8

J. LIMITS OF LIABILITY 8

K. CONTRACT TRANSFER 8

L. CONTRACT CANCELLATION 8

M. ARBITRATION AND OTHER MATTERS CONCERNING DISPUTES 9

N. CONFORMITY WITH LAW 10

O. STATE AMENDMENT REQUIREMENTS/DISCLOSURES 10

Coverage Booklet

This Contract is between you and us and applies only to the Vehicle identified on the Registration Page associated with this Coverage Booklet and only if you have paid the full Contract Price to obtain the coverage selected for the Vehicle. You may contact us by mail at P.O. Box 770 Deerfield, IL 60015-0770, or by phone at 1-800-323-5771. This Contract was issued through a vehicle service contract program under which the Seller has discretion to establish selling prices which the Seller reports to us.

A. Definitions

The following definitions apply to this Contract along with definitions appearing elsewhere in this Contract. The Registration Page contains boxes with capitalized terms. When any of those terms appear in this Coverage Booklet, they refer to the specific vehicle, person, date or other item that has been entered into the associated box in the Registration Page.

Covered Part(s) means one or more of the parts or components identified as subject to coverage in Section E (Coverage) for the Coverage selected and not specifically excluded in Section H (Exclusions and Other Coverage Limitations).

Covered Repair means the repair or replacement of one or more Covered Parts for which we have a reimbursement obligation greater than zero dollars under this Contract.

Mechanical Breakdown means the failure of one or more parts to perform the function for which they were designed due to defects, faulty workmanship in the manufacturing process, or normal wear and tear.

Registration Page means the numbered page, which is the first part of this Contract, containing information about this Contract, you and the Vehicle.

Repair Facility means any licensed automotive repair facility operated by the Seller or an independent provider.

You and **your** refer to the Contract Holder(s) as named on the Registration Page or the person(s) to whom this Contract was properly transferred.

We, us and **our** refer to the administrator, service provider and obligor.

B. Your Responsibilities

You have the responsibility to properly maintain the Vehicle as recommended by the manufacturer, to reasonably protect the Vehicle from further damage when one or more parts fail, to maintain records of routine Vehicle maintenance performed by you or others, to follow the procedures for reporting a claim for benefits as described in this Contract, and to cooperate fully with our reasonable requests to examine Vehicle maintenance records, inspect the Vehicle, or establish ownership of the Vehicle in the event you report a claim for benefits. Maintenance records generally include a detailed log of maintenance you perform and receipts for purchases of services provided by others and parts and supplies used by you or others in performing maintenance services. YOU MUST OBTAIN PREAUTHORIZATION FROM US BEFORE ANY REPAIRS ARE MADE TO THE VEHICLE.

C. When Coverage Begins and Ends

Ultimate and Wrap-New Coverage begins at 12:01 AM (your local time) on the Contract Purchase Date. Powertrain, Plus, Advanced and Wrap-Pre-Owned Coverage is subject to a 30 day and 1,000 mile Waiting Period and will begin after 30 days have passed and you have driven 1,000 miles after the Contract Purchase Date at 12:01 AM (your local time). The Contract ends when the Contract expires or is cancelled under the provision of Section L (Contract Cancellation). Contract expiration varies by Coverage and is determined by adding the Term Months indicated on the Registration Page to the appropriate measurement date and Term Miles indicated on the Registration Page to the appropriate measurement mileage for your Coverage, as described below.

Ultimate Coverage: The measurement date is the Contract Purchase Date, and the measurement mileage is the Odometer Reading at Contract Purchase Date. This Contract expires as soon as Term Months or Term Miles are exceeded. Example: If you purchase a 60-month/60,000 mile Ultimate Coverage and the Odometer Reading at Contract Purchase Date is 70,000 miles, this Contract will expire 60 months after the Contract Purchase Date or when the Vehicle's odometer indicates 130,000 miles, whichever occurs first.

Wrap-New Coverage: The measurement date is the Manufacturer's Warranty Start Date, and the measurement mileage is zero odometer miles. This Contract expires as soon as Term Months or Term Miles are exceeded. Example: If you purchase 60-month/100,000 mile Wrap-New Coverage and the Manufacturer's Warranty Start Date was 10 months prior to the Contract Purchase Date, the Contract will expire 50 months after the Contract Purchase Date or when the Vehicle's odometer indicates 100,000 miles, whichever occurs first. If the Manufacturer's Warranty Start date is unavailable or is not stated on the Registration Page, the Manufacturer's Warranty Start Date will be July 1st of the model year of the Vehicle. Example: If you purchase a 2015 model year Vehicle with 60 month/100,000 mile Wrap-New Coverage and the Manufacturer's Warranty Start date is unavailable or is not stated on the Registration Page, the Contract will expire 60 months after July 1, 2015, or when the Vehicle's odometer indicates 100,000 miles, whichever occurs first.

Powertrain, Plus, Advanced, Wrap Pre-owned Coverage: The measurement date is the Contract Purchase Date and the measurement mileage is the Odometer Reading at Contract Purchase Date. Because this Contract has a 30 day and 1,000 mile Waiting Period, it expires when Term Months plus 30 days or Term Miles plus 1,000 miles are exceeded. Example: If you purchase 60-month / 60,000 mile Powertrain Coverage and the Odometer Reading at Contract Purchase Date is 70,000 miles, this Contract will expire after 60 months plus 30 days or when your Vehicle odometer reaches 131,000 miles, whichever occurs first.

D. Deductible

Each time there is a Covered Repair, you must pay the amount of the Deductible. If Disappearing Deductible is selected on the Registration Page, your Deductible is zero if the Seller performs the Covered Repair. The Deductible does not apply to the additional benefits described in Section G (Additional Benefits). If a Deductible is not stated on the Registration Page the Deductible will be $100.

E. Coverage

Subject to the Deductible and other provisions of this Contract, we will reimburse you or the Repair Facility, as applicable, for the pre-authorized cost to repair or replace a Covered Part if the repair or replacement is required as a result of a Mechanical Breakdown occurring and reported to us after Coverage begins and before this Contract expires or is cancelled. We are entitled to apply the following limits and restrictions to our pre-authorization and reimbursement decisions:

1. **The replaced parts will, at our option, be remanufactured, used or new parts of like kind and quality compatible with the original design specifications and wear tolerances of the Vehicle.**
2. We will not pay for expenses that exceed the manufacturer's suggested retail price or the Repair Facility's posted hourly labor rate multiplied by the appropriate operation time, as published in a nationally-recognized labor time guide.
3. We will not reimburse you for a Mechanical Breakdown that is a Covered Repair under this Contract if it is also covered by a third party's warranty, insurance policy or service contract, regardless of whether the third party honors its coverage obligation. We will, however, pay up to $100 of any third party deductible you must pay and the excess

over such third party coverage.

We reserve the right to inspect the Vehicle and its maintenance records and to request proof of its ownership in the event of a Mechanical Breakdown claim. We reserve the right to recoup any amount we paid for a Covered Repair to the extent you recover more than your actual loss, collectively, from us and one or more third parties.

Coverage is limited to the Vehicle parts and other items described below:

Powertrain

Gasoline/Diesel Engine: cylinder head(s), engine block, timing cover, valve cover(s) and oil pan **(ONLY if damaged by the failure of an internal lubricated Covered Part)** ♦ the following internal, lubricated parts: pistons-pins and rings, connecting rods and bearings, crankshaft and main bearings, camshaft-followers and cam bearings, push rods, valves, springs, replaceable guides, seats and lifters, rocker arms-shafts and bushings, eccentric shaft, oil pump ♦ timing belt, serpentine belt, timing gear, chain, tensioners and retainers ♦ water pump ♦ intake and exhaust manifolds ♦ manufacturer-installed turbocharger(s) ♦ manufacturer-installed supercharger ♦ mounts ♦ engine torque strut ♦ harmonic balancer ♦ dipstick and tube ♦ all pulleys.

Transmission (Automatic, Continuous Variable (CVT) Standard and Transfer Case): transmission, transfer and torque converter cases **(ONLY if damaged by the failure of an internal lubricated Covered Part)** ♦ all internal lubricated parts contained within the cases ♦ filler tube and dipstick ♦ vacuum modulator ♦ flywheel/flexplate ♦ internal linkage.

Drive Axle (Front/Rear/AWD/4-Wheel Drive): differential housing, transaxle housing, final drive housing **(ONLY if damaged by the failure of an internal lubricated Covered Part)** ♦ all internal lubricated parts contained within the housings ♦ axle shafts ♦ constant velocity joints (CV) ♦ universal joints ♦ drive shafts ♦ hubs ♦ locking rings ♦ support, retainers and bearings.

Fuel: fuel delivery pump ♦ fuel sending unit ♦ fuel injectors ♦ diesel injection pump ♦ lines, nozzles and fuel tank.

Hybrid Vehicle: hybrid vehicle electric motor assembly ♦ electronic transmission/ transaxle assembly ♦ electric traction-drive motor assembly.

Filters, Fluids, Lubricants and Taxes: filters, fluids, lubricants and taxes required to complete a Covered Repair for any Covered Part listed above.

Plus (All Covered Parts listed under Powertrain Coverage above plus the following)

Steering: all internal lubricated parts within the steering gear and power steering pump ♦ rack-and-pinion gear and housing ♦ steering column shaft, and steering column shaft couplings ♦ cooler and cooler lines ♦ power cylinder ♦ pitman arm ♦ idler arm ♦ tie rod and ends ♦ link and control valve.

Electrical: alternator ♦ alternator voltage regulator ♦ distributor, including bushings, gear, housing and shaft **(excluding cap, rotor and spark plug wires)** ♦ rear defrost ♦ all relays and solenoids ♦ all electric motors, controllers, switches including manually or mechanically-operated electrical switches, delays and pumps ♦ power door lock actuators/solenoids ♦ cruise control transducer ♦ servo ♦ ignition coils ♦ pole pieces ♦ starter motor, solenoid and starter drive ♦ front and rear wiper motors ♦ power window motor and window regulator ♦ wiring harnesses.

Advanced (All Covered Parts listed under Powertrain Coverage and Plus Coverage above plus the following)

Suspension: control arms ♦ control arm shafts, bearings and bushing ♦ radius arms and bushings ♦ stabilizer bar ♦ stabilizer link ♦ stabilizer bushing ♦ spindle ♦ wheel bearings

• torsion bars • ball joints • steering knuckles • coil and leaf springs.
Brakes: non-ABS (anti-locking brake system) master cylinder • vacuum assist booster • vacuum brake booster pump • compensating valve • disc brake calipers • wheel cylinders • hydraulic lines and fittings • backing plates • springs, clips and retainers • self-adjusters • linkage and cables • rear actuators.
Air Conditioning/Heating: condenser • compressor, compressor clutch • clutch coils, evaporator • POA valve • accumulator • orifice tube • serpentine belt tensioner • dash control unit/temperature control programmer • power module • pulleys and bearings • ducts and outlet hoses • blower motor • high /low compressor cutoff switch • pressure cycling switch • receiver/dryer.
Cooling: electric cooling fan motor • blade assembly and fan clutch.
Hi-Tech: electronic level control system • ignition module • knock control sensors and controller • driver information display and module • keyless entry system • manufacturer-installed theft deterrent devices/systems • the following parts of the ABS: electronic wheel sensors, pump and pressure control module.
Seals and Gaskets: seals and gaskets for Covered Parts **except seals and gaskets for minor loss of fluid or seepage.**

Ultimate: Any part experiencing a Mechanical Breakdown before this Contract expires or is cancelled **except for the parts listed in Section H (Exclusions and Other Coverage Limitations)**.

Wrap-New/Wrap-Pre-Owned: Any part experiencing a Mechanical Breakdown before this Contract expires or is cancelled, **except for powertrain components (engine, turbocharger assemblies, supercharger, transmission, transfer case, front and rear drive assemblies and related seals and gaskets) and the parts listed in Section H (Exclusions and Other Coverage Limitations).**

Optional Surcharge Coverage: Any one or more of the following if selected and paid for on the Contract Purchase Date and indicated on the Registration Page.

Seals and Gaskets (Available for Powertrain and Plus Coverage Only): Seals and gaskets within component groups. Minor loss of fluid or seepage is considered normal and is not considered a Mechanical Breakdown.

Hi-Tech (Available for Powertrain and Plus Coverage Only): Electronic level control system • ignition module • knock control sensors and controller • driver information display and module • keyless entry system • manufacturer-installed theft deterrent devices/systems • the following parts of the ABS: electronic wheel sensors, pump and pressure control module.

Electronics (Available for Advanced Coverage Only): Electronic transmitting devices, global positioning systems and navigational systems, electronic control modules-engine and transmission.

F. Reporting a Mechanical Breakdown Claim

To obtain service during normal business hours:

1. **Take immediate action to prevent further damage to the Vehicle.**
2. **Take the Vehicle to a Repair Facility before this Contract expires or is cancelled and provide the Repair Facility with a copy of the Contract or the Contract Number, if possible.**
3. **You or the Repair Facility must contact us at 1-800-222-2721 to obtain authorization before any parts are repaired, replaced or cleaned.**
4. **Authorize disassembly of the Vehicle if disassembly is necessary to diagnose the cause and cost of the reported Mechanical Breakdown. You will be responsible for any disassembly charges if the associated repairs are**

not Covered Repairs.

5. **If requested, provide us or the Repair Facility with copies of the Vehicle's maintenance records.**
6. **If requested, provide us with: (a) confirmation that the speedometer was recalibrated when non-OEM (Original Equipment Manufacturer) tires were installed; or (b) any information we require to determine the recalibrated speed and mileage readings at the time of the Mechanical Breakdown in order to make necessary mileage adjustments.**
7. **Within 90 calendar days after the Covered Repair is performed, you or the Repair Facility must furnish us with copies of an itemized, dated repair order and paid receipt(s).**

   If you cannot provide us with the information requested in step 6 above, we have the right to determine your Vehicle's recalibrated speed and mileage readings and make the necessary mileage adjustment at the time a Mechanical Breakdown claim is reported.

To obtain service after normal business hours:

1. **Take immediate action to prevent further damage to the Vehicle.**
2. **You or the Repair Facility must contact us at 1-800-222-2721 before this Contract expires or is cancelled to obtain a claim number before the Repair Facility performs any work.**
3. **Obtain a written repair estimate from the Repair Facility.**
   a. **If the estimate is under $500, you may have the Repair Facility proceed with the repair without losing any rights to receive reimbursement if the repair otherwise qualifies as a Covered Repair.**
   b. **If the estimate is $500 or more, you must contact us during normal business hours on the next business day to obtain prior authorization. We will not reimburse you or the Repair Facility for repairs performed without our prior authorization regardless of whether the repairs would otherwise qualify as a Covered Repair.**
4. **Follow steps 4-7 listed above for obtaining service during normal business hours.**

G. Additional Benefits

The following additional benefits are available beginning at 12:01 AM (your local time) on the Contract Purchase Date and continuing until this Contract expires or is cancelled. We will pay or reimburse you for actual expenses incurred, subject to the limitations described below. **You are responsible for providing us with copies of receipts or other documents supporting these expenses within 90 calendar days after the costs are incurred.** We will regard any applicable taxes as part of the expense.

1. **Emergency Roadside Assistance** (call 1-877-890-3025 to request assistance): Emergency roadside assistance is available to you in the United States, its territories and possessions and Canada if the Vehicle becomes inoperable as a result of a Mechanical Breakdown (regardless of whether it results in a Covered Repair) or any other condition not specifically excluded in Section H (Exclusions and Other Coverage Limitations). This assistance comprises: towing or winch-out service ♦ flat tire replacement using the Vehicle's inflated spare ♦ delivery of fuel, water and other fluids necessary to operate the Vehicle **(excluding the cost of fluids)** ♦ lock-out assistance ♦ jump start **(excluding hybrid vehicle main power cell batteries)**. This benefit is up to $175 per incident. **Only services requested through our dispatcher will be honored.** Our ability to provide some of the benefits listed above may be limited due to safety considerations or state regulations. Winch-out service will not be provided if the Vehicle was intentionally

driven off-road.

2. **Substitute Transportation** (call 1-800-222-2721 to request reimbursement): We will reimburse you for expenses to rent a substitute vehicle from a licensed rental car agency or for public or private commercial transportation while the Vehicle is undergoing a Covered Repair. You must make your own arrangements for substitute transportation. We will not reimburse you to the extent you are entitled to substitute transportation benefits or reimbursement from another source. A daily benefit (capped at $50 per actual day that expenses are incurred) will be earned as set forth in the following table. This additional benefit also applies while the Vehicle is under the manufacturer's warranty.

EVENT and EARNINGS RATE	Max. Days
1 day for the first 8 hours of approved labor for a Covered Repair or 2 days if the Vehicle is kept overnight	**2**
1 additional day for every additional 8 hours (or portion thereof) of approved labor for a Covered Repair that causes the Vehicle to be kept over an additional night	**4**
1 day per each actual day of delay due to unavailability of a major powertrain component subject to a Covered Repair	**3**
1 day per each actual day of delay due to an inspection at our request	**2**

H. Exclusions and Other Coverage Limitations

This Contract does not cover the following:

1. **Repairs or replacements falling within any of the following descriptions: not authorized in advance, except as provided for after-hours service in Section F (Reporting a Mechanical Breakdown Claim) • performed outside of the United States, its territories and possessions, or Canada • constituting upgrades or changes recommended by the Repair Facility or manufacturer and repair or replacement of parts to improve the Vehicle's operating performance when, in either case, a Mechanical Breakdown has not occurred • to address noises such as rattles and squeaks not attributable to or indicative of a Mechanical Breakdown • to address water or air leaks • to a cellular phone or any communication, navigational or entertainment device because it was rendered inoperable due to exposure to malware or change(s) in content, wireless service or technology, including the cost to update or upgrade software • to remedy the failure of heated/cooled seat part(s) resulting from accidental punctures or cuts in fabric or leather, spilled fluids or abuse (such as standing or jumping on the seat) • to address oil sludging, burnt valves or engine detonation failure • airbag deployment due to sensor failure.**
2. **Damages and costs falling within any of the following descriptions: arising from fraud, bad faith or personal injury • punitive or exemplary • to property, other than as specifically covered in this Contract • attorney fees • arising from unauthorized diagnostic time, hazardous waste disposal, environmental fees, core charges, freight charges or fuel surcharges.**
3. **If the Vehicle falls within any of the following descriptions: is used for competitive driving, racing, snow plowing or police or emergency services • is driven by multiple, unrelated drivers (such as a fleet vehicle) • is used commercially (except vehicles with less than one ton rating with Ultimate or Wrap-New Coverage used solely or partially in pursuit of a business or for the generation of income regardless of registration) • is retrofitted with aftermarket equipment to use alternative fuels • has aftermarket, manufacturer and/or dealer installed suspension alteration parts, non-OEM**

tire modifications and/or lift kits, unless the altered suspension and/or lift kit has no more than a 6" suspension lift or a 3" suspension drop from the OEM specifications and/or non-OEM tires do not exceed the OEM specifications by more than 4" in diameter.

4. **<u>A Mechanical Breakdown or damage to a part resulting from or falling within any of the following descriptions</u>: your negligence or misuse ♦ improper servicing ♦ failure to perform general and safety-related maintenance required or recommended by the Vehicle manufacturer or your state ♦ failure to take reasonable precautions to prevent further damage when an apparent problem exists ♦ continued operation of the Vehicle in an overheated state ♦ collision, upset, civil commotion, riot, illegal acts, nuclear events, war, or terrorism ♦ contamination of any fluid ♦ use of fluids and fuels that are not compatible with your Vehicle ♦ rust or corrosion ♦ water, explosion, lightning strikes, acts of nature or other external forces or events ♦ a mechanical or structural flaw acknowledged by the manufacturer or that the manufacturer will repair at its expense ♦ failure of a Covered Part when caused by the failure of or damage to a non-covered part ♦ failure of a non-covered part even if caused by the failure of a Covered Part ♦ occurring when a condition exists that permits us to cancel the Contract (see Section L (Contract Cancellation) for further details) ♦ reverse polarity, power surges and overloaded circuits.**
5. **<u>A part falling within any of the following descriptions</u>: key-fobs ♦ weather strips ♦ batteries, hybrid battery module/pack ♦ external battery charger and service plug ♦ body and trim items (such as upholstery, seat frames, conventional seat belt assembly, glass of any kind, sheet metal, bright metals, sealed beams, paint, sunroof assembly, convertible top and removable hardtop) ♦ after-market (non-manufacturer) equipment ♦ any replacement part not of the same kind and quality as the manufacturer-installed part it replaced or incompatible with the design specifications and wear tolerances of the Vehicle manufacturer ♦ mobility or conversion equipment ♦ electronic level control system, ignition module, knock control sensors and controller, driver information display and module, keyless entry system, manufacturer installed theft deterrent devices/systems, and the following parts of the ABS: electronic wheel sensors, pump and pressure control module for Powertrain and Plus Coverage only, unless you selected and paid for Hi-Tech Optional Surcharged Coverage ♦ seals and gaskets for Powertrain and Plus Coverage only unless you selected and paid for Seals and Gaskets Optional Surcharged Coverage ♦ seals and gaskets for powertrain components (engine, turbocharger assemblies, supercharger, transmission, transfer case, front and rear drive assemblies) if you selected Wrap-New or Wrap-Pre-Owned Coverage ♦ electronic transmitting devices, global positioning systems and navigational systems and electronic control modules for the engine and transmission if you selected Powertrain, Plus or Advanced Coverage, unless you selected and paid for the Electronics Optional Surcharge Coverage that is available with Advanced Coverage only ♦ if you selected Powertrain, Plus or Advanced Coverage any part(s) not specified in Section E. (Coverage) for the Coverage you chose.**
6. **<u>Any of the following parts, services and items generally constituting scheduled maintenance and wear-damaged items</u>: belts (except timing belts) ♦ fasteners ♦ brake drums ♦ brake rotors and brake cables ♦ exhaust systems including catalytic converters ♦ all friction materials ♦ valve grinding ♦ hoses ♦ all fluid caps and reservoirs ♦ all illumination devices ♦ head and tail light assemblies ♦ fuses ♦ lubricants (except to complete a Covered Repair) ♦ brackets ♦ throw out bearing ♦ pilot bushing and manual clutch parts ♦ spark**

plugs and wires • shock absorbers • tires • wheels/rims • wheel balancing • wiper arms and blades • adjustments and alignments • shop supplies • any other items subject to scheduled maintenance or wear damage.

I. Claim Appeal Process

You may appeal a coverage denial by submitting a written request for an appeal describing the basis of your appeal to us by email or US mail within 20 business days after we notify you of our determination. Upon our receipt of your appeal request, we will assign a service representative to provide you with information about the appeal process.

A panel of three persons with experience in vehicle service contract coverage, but who were not responsible for adjudicating your Mechanical Breakdown claim, will review your appeal within 20 business days after our receipt of your written appeal. We will send written notification by mail or email of our appeal determination within 20 business days after our review of your appeal.

Email Address
vscclaimreview@protective.com

Mailing Address
Protective
P. O. Box 770
Deerfield, IL 60015
Attn: VSC Claim Review

J. Limits of Liability

The total dollar benefits paid under this Contract are limited to the Vehicle Purchase Price if you purchased the Vehicle or the Lease Price if you leased the Vehicle. The total dollar benefit paid for any given Covered Repair is limited to the average trade-in value of the Vehicle (excluding tax, title and license fees) immediately prior to the Mechanical Breakdown based on the then most recent National Automobile Dealer Association Used Car Guide (or a comparable guide, if that guide has been discontinued). The liability for incidental and consequential damages arising from anyone's performance or failure to perform under this Contract or breach of any implied warranties is expressly excluded to the extent allowed by law.

K. Contract Transfer

This Contract may be transferred one time at the request of the Contract Holder(s) to the next owner of the Vehicle (other than an automobile dealer, wholesaler or other commercial purchaser or assignee) if this Contract has not expired or been cancelled. Within 30 calendar days of the ownership change of the Vehicle, you must provide us with the following documents: a transfer request form signed by you and the next owner, Vehicle maintenance records, dealer-certified Vehicle odometer reading, and copies of documents submitted to the manufacturer to effect the warranty transfer. Contract transfers are subject to a $75 transfer fee. If the transferee does not receive a confirmation of transfer within 45 calendar days after change of ownership, the transferee should notify us.

L. Contract Cancellation

1. **You may cancel** this Contract before it expires by returning to the Seller to complete a cancellation request or by sending your written and currently dated request on our cancellation form to us by mail, fax or email together with the number of miles on your odometer. Cancellation will be effective as of the date we receive your cancellation form. P.O. Box 770, Deerfield, IL 60015-0770, fax 800-574-5116,

email VSCGapCancellations@protective.com.

2. **We may cancel** this Contract at any time before it expires for any of the following reasons:
   a. The Vehicle's odometer does not accurately indicate actual miles driven because it was disconnected, altered, tampered with or not promptly repaired;
   b. The Vehicle is used in a manner not covered under this Contract (see Section H. Exclusions and Other Limitations) or has been altered beyond the manufacturer's specifications, except as otherwise allowed under this Contract;
   c. The Vehicle's manufacturer-installed truck bed has been replaced with a substitute truck bed or other parts or equipment, the Vehicle has a branded title or the Vehicle's rating exceeds one ton or;
   d. You did not pay the full Contract Price.
3. a. If you or we cancel this Contract within 60 calendar days of the Contract Purchase Date, we will refund whatever portion of the Contract Price was paid by you or on your behalf (the "Amount Paid").
   b. If you cancel this Contract more than 60 calendar days after the Contract Purchase Date, we will refund the unearned Amount Paid, less a processing fee of $75. The unearned Amount Paid will be calculated on a pro-rata basis and will be the lesser of the amount determined based on unused Term Months or unused Term Miles.
   c. If we cancel this Contract more than 60 calendar days after the Contract Purchase Date and have not incurred a claim, we will refund the Amount Paid. If you have incurred a claim, we will refund the unearned Amount Paid. The unearned Amount Paid will be calculated on a pro-rata basis using the date we discover the reason for cancellation as the cancellation date and will be the lesser of the amount determined based on unused Term Months or unused Term Miles.
4. We will honor the rights of a lienholder or lessor to obtain some or all of the refund. At our discretion, we may issue a refund to the lienholder or lessor as sole payee, to the lienholder or lessor and you as joint payees, or, if you provide us with proof of clear title, to you as sole payee.
5. If you do not receive a refund or refund credit to your loan or lease within 60 days of the effective date of your cancellation, please notify us.

M. Arbitration and Other Matters Concerning Disputes

Except for matters that may be taken to small claims court or as otherwise provided in this Contract, any controversy or claim arising out of or relating to it, or to its breach, shall be settled by binding arbitration administered by the American Arbitration Association (the "AAA") in accordance with the rules and provisions of its most appropriate dispute resolution program then in effect. Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction to enter such a judgment. You and we acknowledge that this Contract evidences a transaction involving interstate commerce. The Federal Arbitration Act will govern the interpretation, enforcement and proceedings pursuant to this Contract's arbitration provisions.

1. **In no event will you have the right to participate in a class action or any other collective proceeding against us. Only a court, and not arbitrators, can determine the validity of this class action waiver.**
2. Subject to the preceding paragraph, you and we consent to have arbitration under this Contract joined with any other arbitration between you, on the one hand, and us, our agent and/or the insurer backing our obligations under this Contract, on the other hand, to the extent the disputes are related and joinder is reasonably feasible. The combined arbitration will be governed by this Contract's arbitration provisions, unless that is not practical. In that case, it will be governed by the other

arbitration provisions.

3. If the AAA is not available to administer this Contract's arbitration, we will select another generally recognized arbitration administrator, reasonably acceptable to you. The arbitration will be under that administrator's rules, subject to any contrary provisions of this Contract.
4. If you remain unsatisfied following a claim or other determination by us, our appeals panel or the insurer backing our obligations under this Contract, and you wish to initiate arbitration (or, when applicable, a court proceeding), you must initiate the arbitration or court proceeding within 60 calendar days following when you receive notification of the last to occur of the following: (a) the insurer's determination, if you have exercised your right to seek satisfaction from an insurer backing our obligations under this Contract; (b) the appeals determination, if you have filed an appeal under Section I (Claim Appeal Process); or (c) our determination under this Contract, if you have neither sought satisfaction from the insurer nor filed an appeal. Your failure to meet this requirement will deny you the right to dispute the determination through arbitration or a court proceeding. In no event may arbitration or a court proceeding arising out of or relating to this Contract, or to its breach, be brought more than two years after this Contract has expired.
5. These provisions under "Arbitration and Other Matters Concerning Disputes" will survive the termination of this Contract and apply to cover any controversy, claim or dispute you may have with an insurer backing our obligations under this Contract.

If this Contract is found not to be subject to arbitration, any legal proceeding with respect to a dispute will be tried before a judge in a court of competent jurisdiction. You and we waive the right to a jury trial in any such proceeding.

N. Conformity with Law

Any provision of this Contract which, on the Contract Purchase Date, conflicts with applicable federal, state or local laws is amended to conform to the minimum requirements of such laws.

O. State Amendment Requirements/Disclosures

This Contract is amended to comply with the requirements and disclosures for the Seller's state set forth below.

Georgia

The fifth paragraph on the Registration Page is deleted and replaced with the following:

> Our obligations under this Contract are backed by Protective Property & Casualty Insurance Company. If a Covered Repair is not paid within 60 days after you have fulfilled the requirements for reporting a claim, you may file a claim directly with the insurance company at: Contract Holder Services, 14755 North Outer Forty Rd., Suite 400, St. Louis, MO, 63017, or by calling 1-800-950-6060. If you cancel this Contract and do not receive a refund from us or the Seller within 60 days after you request cancellation, you may request the refund directly from the insurance company.

Subsections 1, 3 and 5 of Section H (Exclusions and Other Coverage Limitations) are deleted and replaced with the following:

1. **Repairs or replacements falling within any of the following descriptions: not authorized in advance, except as provided for after-hours service in Section F (Reporting a Mechanical Breakdown Claim) ♦ performed outside of the United States, its territories and possessions, or Canada ♦ constituting upgrades or changes recommended by the Repair Facility or manufacturer and repair or replacement of parts to improve the Vehicle's operating performance when, in either case, a Mechanical Breakdown has not occurred ♦ to address**

noises such as rattles and squeaks not attributable to or indicative of a Mechanical Breakdown ♦ to address water or air leaks ♦ to a cellular phone or any communication, navigational or entertainment device because it was rendered inoperable due to exposure to malware or change(s) in content, wireless service or technology, including the cost to update or upgrade software ♦ to remedy the failure of heated/cooled seat part(s) resulting from accidental punctures or cuts in fabric or leather, spilled fluids or abuse (such as standing or jumping on the seat) ♦ to address burnt valves or engine detonation failure ♦ airbag deployment due to sensor failure.

3. **<u>If the Vehicle falls within any of the following descriptions</u>: is used for competitive driving, racing, snow plowing or police or emergency services ♦ is driven by multiple, unrelated drivers (such as a fleet vehicle) ♦ is used commercially (except vehicles with less than one ton rating with Ultimate or Wrap-New Coverage used solely or partially in pursuit of a business or for the generation of income regardless of registration) ♦ is retrofitted with aftermarket equipment to use alternative fuels by you or with your knowledge ♦has aftermarket, manufacturer and/or dealer installed suspension alteration parts, non-OEM tire modifications and/or lift kits, unless the altered suspension and/or lift kit has no more than a 6" suspension lift or a 3" suspension drop from the OEM specifications and/or non-OEM tires do not exceed the OEM specifications by more than 4" in diameter.**

5. **<u>A part falling within any of the following descriptions</u>: key-fobs ♦ weather strips ♦ batteries, hybrid battery module/pack ♦ external battery charger and service plug ♦ body and trim items (such as upholstery, seat frames, conventional seat belt assembly, glass of any kind, sheet metal, bright metals, sealed beams, paint, sunroof assembly, convertible top and removable hardtop) ♦ after-market (non-manufacturer) equipment installed by you or with your knowledge ♦ any replacement part not of the same kind and quality as the manufacturer-installed part it replaced or incompatible with the design specifications and wear tolerances of the Vehicle manufacturer ♦ mobility or conversion equipment ♦ electronic level control system, ignition module, knock control sensors and controller, driver information display and module, keyless entry system, manufacturer installed theft deterrent devices/ systems, and the following parts of the ABS: electronic wheel sensors, pump and pressure control module for Powertrain and Plus Coverage only, unless you selected and paid for Hi-Tech Optional Surcharged Coverage ♦ seals and gaskets for Powertrain and Plus Coverage only unless you selected and paid for Seals and Gaskets Optional Surcharged Coverage ♦ seals and gaskets for powertrain components (engine, turbocharger assemblies, supercharger, transmission, transfer case, front and rear drive assemblies) if you selected Wrap-New or Wrap-Pre-Owned Coverage ♦ electronic transmitting devices, global positioning systems and navigational systems and electronic control modules for the engine and transmission if you selected Powertrain, Plus, or Advanced Coverage, unless you selected and paid for the Electronics Optional Surcharge Coverage that is available with Advanced Coverage only ♦ if you selected Powertrain, Plus or Advanced Coverage any part(s) not specified in Section E. (Coverage) for the Coverage you chose.**

Subsections 2 and 3 of Section L (Contract Cancellation) are deleted and replaced with the following:

2. **We may cancel** this Contract at any time before it expires only for any of the following reasons:
   a. You commit fraud;

b. You make a material misrepresentation; or
c. You did not pay the full Contract Price.

We shall mail you written notice of cancellation to comply with Georgia Code Section 33-24-44 which contains the following requirements:

a. The written notice must state the effective date of cancellation;
b. If the Contract is cancelled for nonpayment of the full Contract Price or the Contract has been in effective less than 60 days from the Contract Purchase Date, written notice must be given at least 10 days prior to the effective date of cancellation;
c. If the Contract is cancelled for any other reason, written notice must be given at least 30 days prior to the effective date of cancellation.

3. a. If you or we cancel this Contract within 60 calendar days of the Contract Purchase Date, we will refund whatever portion of the Contract Price was paid by you or on your behalf (the "Amount Paid").
   b. If you cancel this Contract more than 60 calendar days after the Contract Purchase Date, we will refund the unearned Amount Paid, less a processing fee of $75 or 10% of the unearned Amount Paid, whichever is less. The unearned Amount Paid will be calculated on a pro-rata basis and will be the lesser of the amount determined based on unused Term Months or unused Term Miles.
   c. If we cancel this Contract more than 60 calendar days after the Contract Purchase Date and have not incurred a claim, we will refund the Amount Paid. If you have incurred a claim, we will refund the unearned Amount Paid. The unearned Amount Paid will be calculated on a pro-rata basis using the date we discover the reason for cancellation as the cancellation date and will be the lesser of the amount determined based on unused Term Months or unused Term Miles.

If we cancel this Contract, we shall refund or credit your account on or before the effective date of cancellation. If the refund is not made by the effective date of cancellation, a penalty equal to 25% of the refund, plus interest of 18% per annum from the effective date of cancellation to the date the refund is made (not to exceed 50% of the refund amount) must be included with the refund.

Section M (Arbitration and Other Matters Concerning Disputes) is deleted and replaced with the following:

M. <u>Matters Concerning Disputes</u>

Any legal proceeding with respect to a dispute will be tried before a judge in a court of competent jurisdiction. In no event may a legal proceeding arising out of or relating to this Contract, or to its breach, be brought more than two years after this Contract has expired.

MAINTENANCE SCHEDULE				
Date Serviced	Service Performed	Name, Address & Phone # of Servicer	Repair Order #	Mileage (if applicable)