



Tire & Wheel Protection Contract

Contract Number:

DECLARATIONS PAGE

SELLING DEALER INFORMATION			
Dealer Number:		Dealer Name:	
Address:		Dealer Phone:	
City, State, ZIP:			
*VEHICLE INFORMATION			
<input type="checkbox"/> New Vehicle		<input type="checkbox"/> Pre-Owned Vehicle	
Contract Sale Date:		Contract Sale Price:	
Year:	Make:	Model:	Class:
VIN:			
<i>* Tires and Wheels for the vehicle listed above that do not meet the Original Equipment Manufacturer (OEM) approved specifications are not eligible for coverage.</i>			
CONTRACT HOLDER INFORMATION			
Last Name:		First Name:	M.I.:
Address:		Home Phone:	Alt Phone Number:
City, State, ZIP:		Email:	
LIENHOLDER INFORMATION			
Lienholder Name:			
Address:		Lienholder Phone:	
City, State, ZIP:			
TERM LENGTH (Select One)			
Term Length <input type="checkbox"/> 1 Year <input type="checkbox"/> 2 Years <input type="checkbox"/> 3 Years <input type="checkbox"/> 4 Years <input type="checkbox"/> 5 Years			
Optional: <input type="checkbox"/> Alloy Wheel Cosmetic Damage Repair <small>Limitations: Chrome wheels/rims and alloy wheels/rims with chrome simulation are not covered by the Cosmetic Damage portion of this CONTRACT.</small>			
CONTRACT ACKNOWLEDGEMENT			
1) This Tire and Wheel Contract (Contract) is between the Contract Holder ("You", "Your") named above and Vehicle Protection, Inc. / MBP Network, Inc. as Administrator ("We", "Us", "Our") identified below. 2) You and Selling Dealer confirm that the information contained on this Declarations Page is accurate and complete. 3) This is not an insurance policy ; however, the Administrator's obligations under this Contract are insured by an insurance policy issued by First Colonial Insurance Company or Northbrook Indemnity Company, members of the Allstate family of companies. If a covered Claim is not paid within sixty (60) days after You have filed proof of loss with the Administrator , You may file a Claim directly with First Colonial Insurance Company at (800) 621-4871; 1776 American Heritage Life Drive, Jacksonville, FL 32224. In California, Connecticut and Wyoming, You may file a claim directly with Northbrook Indemnity Company at (800) 621-4871; 1776 American Heritage Life Drive, Jacksonville, FL 32224. 4) THE PURCHASE OF THIS TIRE AND WHEEL CONTRACT IS NOT REQUIRED IN ORDER TO PURCHASE OR OBTAIN FINANCING FOR THIS VEHICLE. 5) See the SPECIAL STATE REQUIREMENTS AND DISCLOSURES section for state-specific terms and conditions. 6) By Your signature below You agree that You have received the Declarations Page and the attached Contract , have read it and agree to all terms and conditions within it.			
Contract Holder Signature and Date		Selling Dealer's Representative Signature and Date	
<input type="checkbox"/> Washington Residents Only: By initialing this box You acknowledge You have reviewed this Contract with the Selling Dealer and understand the sections of this Contract labeled: GENERAL PROVISIONS, SCHEDULE OF COVERAGE, EXCLUSIONS, YOUR RESPONSIBILITIES, CANCELLATION, and CLAIMS PROCEDURES. The implied warranty of merchantability on the Vehicle is not waived if this Contract has been purchased within ninety (90) days of the sale date of the Covered Vehicle from the Selling Dealer.			

THIS TIRE AND WHEEL CONTRACT IS ISSUED AND ADMINISTERED BY:

VEHICLE PROTECTION, INC. ("We", "Us", "Our")

For Florida, Louisiana, Oklahoma, and Wyoming, the ADMINISTRATOR is **MBP NETWORK, INC.** ("We", "Us", "Our")

250 NE MULBERRY, LEE'S SUMMIT, MO 64086

FOR CLAIM SERVICE CALL: (877) 673-4307

FOR ROADSIDE ASSISTANCE CALL ALLSTATE MOTOR CLUB: (866) 273-4699

HOW THIS COVERAGE APPLIES: Throughout this **Contract**, "You" and "Your" mean the **Contract Holder** named on the front of this **Contract**. "We," "Us" and "Our" refers to the administrator and obligor under this **Contract**, **Vehicle Protection, Inc. / MBP Network, Inc.**

CANCELLATION: **You** may cancel this **Contract** by submitting a written request to the Selling Dealer containing a copy of **Your Contract**. If **You** request a cancellation during the first sixty (60) days from the Contract Sale Date shown above, **We** will refund **You** 100% of the Contract Sale Price, less any claims paid on **Your Contract**. After the first sixty (60) days from the Contract Sale Date shown above, **We** will refund **You** a pro-rated amount of the Contract Sale Price, based on the months remaining, less a fifty dollar (\$50) cancellation fee and claims paid on **Your Contract**.

We may cancel this **Contract** during the first sixty (60) days of the Contract Sale Date for any reason. After sixty (60) days, **We** may cancel this **Contract** due to **Your** material misrepresentation or fraud at time of sale, **Your** failure to pay the Contract Sale Price as agreed, or if the tires and/or wheels on the **Covered Vehicle** are ineligible according to the terms of the **CONTRACT COVERAGE** section or this **Contract**. If **We** cancel this **Contract**, **We** or the Selling Dealer will refund **You** 100% of the Contract Sale Price, less any claims paid by **Us**.

If **Your Contract** is financed, the Lienholder has the right to receive any portion of the cancellation refund amounts. If **Your Covered Vehicle** is repossessed, stolen or declared a total loss, **You** authorize the Lienholder on the **Declarations Page** to cancel this **Contract**.

DEFINITIONS

Aftermarket Tire: Tires that do not meet the Original Equipment Manufacturer (OEM) approved specifications for the **Covered Vehicle**.

Aftermarket Wheel: Wheels that do not meet the Original Equipment Manufacturer (OEM) approved specifications for the **Covered Vehicle**.

Alloy Wheel: Wheels composed of an alloy of aluminum or magnesium, or a combination of both, with factory wheel brushed or painted surfaces.

Contract: This document, inclusive of the Declarations, all terms and conditions including the provisions for the state in which this **Contract** was purchased, as found in the section titled, "Special State Requirements and Disclosures".

Contract Holder: ("I", "You", "Your") The registered owner of the vehicle listed as the **Contract Holder** on the **Declarations Page** and who signed the **Declarations Page** acknowledging this **Contract** and its terms and conditions.

Cosmetic Damage: Minor scratches to **Alloy Wheels** that do not affect the structural integrity of the wheel and can be repaired through normal cosmetic repair procedures.

Covered Vehicle: The vehicle identified in the Vehicle Information section of the **Declarations Page** of this **Contract**.

Covered Tire/Wheel: Tires and wheels which are not **Aftermarket Tires** or **Aftermarket Wheels** as defined above.

Public Roadway: A paved or gravel roadway that is maintained by state or local authorities.

Replacement Tires/Wheels: Tires and/or Wheels installed on the **Covered Vehicle** after the time of purchase of this **Contract** that are not **Aftermarket Tires** or **Aftermarket Wheels** as defined above.

Road Hazard: A condition on a **Public Roadway** which should not be present; e.g. potholes, nails, glass, or other road debris. Road conditions found in construction zones or at construction sites are specifically excluded from this definition.

Road Hazard Damage: Visible damage that occurs when a **Covered Tire/Wheel** fails as a result of a **Road Hazard** during the course of driving on a **Public Roadway**, or damage to a **Covered Tire/Wheel** due to impact with a curb.

GENERAL PROVISIONS

CONTRACT TERM: This **Contract** commences on the Contract Sale Date and extends for the length of the term selected. If no term length is selected on the Declarations Page, the term length will be one (1) year. There is no deductible under this **Contract**. This **Contract** is non-renewable.

CONTRACT COVERAGE: In the event that **You** experience **Road Hazard Damage** and the lowest tread depth of the damaged tire is more than 2/32 of an inch, **We** will pay the cost to repair, or if not repairable, replace the **Covered Tire** during the **Contract** term. In addition, **We** will pay the costs to repair, or if not repairable, to replace a **Covered Wheel**. Coverage is limited in accordance with the terms and conditions contained in this **Contract**. **Aftermarket Tires** or **Aftermarket Wheels** are specifically excluded from coverage. Installation of **Aftermarket Tires** or **Aftermarket Wheels** may result in **Us** cancelling this **Contract**. In the event of cancellation due to this circumstance, **You** will receive a pro rata refund of the Contract Sale Price, less any previously paid claims. This coverage applies only to the **Covered Vehicle** identified on the **Declarations Page** unless **You** complete the transfer process with **Us**.

SCHEDULE OF COVERAGE

TIRE REPLACEMENT: If the **Covered Tire** cannot be safely repaired per Tire Industry Association (TIA) and/or Rubber Manufacturers Association (RMA) repair guidelines, **We** will pay the cost of the tire replacement subject to the terms, conditions, and limits in this **Contract**.

WHEEL (RIM) REPAIR/REPLACEMENT: **Covered Wheels** are eligible for replacement only if the damage from a **Road Hazard** prevents the tire from forming an air tight seal, or cannot be balanced. **We** will pay the cost to repair, or if not repairable to replace the **Covered Wheel** subject to the terms, conditions, and limits in this **Contract**

FLAT TIRE REPAIR: If the **Covered Tire** can be safely repaired, **We** will pay the cost of the tire repair subject to the terms, conditions, and limits in this **Contract**. It is not necessary to contact **Us** before having a flat tire repaired. The maximum amount payable for Flat Tire Repair is the lesser of the local advertised retail charge or thirty-five dollars (\$35) per occurrence (forty-five dollars (\$45) for run flat tire repair). **You** are responsible for any amounts exceeding this per occurrence limit.

ROADSIDE ASSISTANCE: In the event **You** experience **Road Hazard Damage**, **We** will pay up to eighty dollars (\$80) per occurrence for towing or flat tire changing assistance services anywhere in the fifty (50) United States, the District of Columbia and Canada. **You** are responsible for any amounts exceeding this per occurrence limit. Flat tire changing assistance consists of removal of the flat tire and installation of **Your** inflated spare tire. **You** can obtain benefits by calling Allstate Motor Club at (866) 273-4699. This service will be dispatched to **You**.

MOUNTING AND BALANCING: This **Contract** covers the reasonable cost of mounting, balancing, valve stems and disposal for any **Covered Tire/Wheel** replaced under this **Contract**, excluding wheel mounting hardware and shop supplies. When a **Covered Tire/ Wheel** assembly is damaged by a **Road Hazard**, Mounting and Balancing will only be covered once per **Covered Tire/ Wheel** assembly. Reasonable cost for replacement tire Mounting and Balancing is the lesser of the local advertised retail charge or thirty dollars (\$30) per tire (forty dollars (\$40) for run flat tires).

RENTAL CAR REIMBURSEMENT: If **You** experience covered **Road Hazard Damage** to a **Covered Wheel** which results in **Your Covered Vehicle** becoming inoperable and requires **Your Covered Vehicle** to be left at a repair facility overnight, **You** may be eligible for Rental Car Reimbursement. In the event a **Covered Wheel** requires replacement, **You** may be eligible for up to three (3) days of Rental Car Reimbursement coverage. Payments are limited to the actual rental cost charged to **You** by the rental car agency not to exceed thirty-five dollars (\$35) per day excluding expenses for gasoline, insurance, mileage or maintenance charges. **You** are responsible for any amounts exceeding this limit. The rental car must be rented from a licensed rental agency. **You** must be either the primary signee or listed as an additional driver on the rental agreement. Rental Car Reimbursement shall not continue beyond the day on which the replacement of the **Covered Wheel** is completed. Rental Car Reimbursement is not provided for delays because of shop scheduling or for work not covered under this **Contract**. **You** are subject to the terms and conditions of the rental car company's agreement with **You**. **You** must obtain prior authorization from **Us** to receive Rental Car Reimbursement benefits. Please see CLAIM PROCEDURES below. If a claim for damage to the **Covered Vehicle** due to a **Road Hazard** is covered under **Your** primary automobile insurance, and a rental vehicle is approved, this coverage does not apply.

TRIP INTERRUPTION: In the event that **Your Covered Vehicle** is disabled due to covered **Road Hazard Damage** more than one hundred (100) miles from **Your** permanent residence and prior to **Your** destination that results in a repair facility keeping the **Covered Vehicle** overnight, **We** will reimburse **You** for unplanned receipted lodging and restaurant expenses, up to a maximum of one hundred dollars (\$100) per day for up to three (3) days from the date that the repair order was written. **Our** total payment will not exceed three hundred dollars (\$300) per occurrence. **You** are responsible for any amounts exceeding this per occurrence limit. Please retain all receipts and refer to CLAIMS PROCEDURES below for instructions on how to submit documentation.

ALLOY WHEEL COSMETIC REPAIR: If **You** elected Optional **Alloy Wheel** Cosmetic Repair on the **Declarations Page** by checking the box on the **Declarations Page**, and **You** paid the additional cost for that option, **We** will repair minor cosmetic damage only to **Alloy Wheels** with a factory wheel brushed or painted surface. If the **Cosmetic Damage** to the **Alloy Wheel** cannot be repaired through normal cosmetic repair procedures, the wheel will not be replaced. The sole authority for determination as to whether the **Cosmetic Damage** to the **Alloy Wheel** can be repaired belongs to **Us** and the technician. Due to aging and variance to the **Alloy Wheel** color and texture, it is not always possible to match colors or textures to the other **Alloy Wheels**. Therefore, an exact color or texture match is not guaranteed and **We** are not responsible for any costs, damages or liability in the event that the color or texture does not match. The total amount that

We will pay throughout the term of this **Contract** for **Alloy Wheel Cosmetic Repair** is \$800 regardless of the number of occurrences. **You** are responsible for any amounts exceeding this limit.

LIMITS OF LIABILITY

If **We** determine that the **Covered Tire/Wheels** are not repairable, they may be replaced with tires or wheels of like kind and quality, which may include remanufactured wheels. **We** reserve the right to limit reimbursements to reasonable replacement costs. Replacement parts costs will not exceed the lesser of the Manufacturer's Suggested Retail Price (MSRP) or the advertised price of the servicing facility for the **Covered Tire/Wheel** being replaced. **We** reserve the right to provide replacement components, and/or move the **Covered Vehicle** to another servicing facility at **Our** expense, if an agreement on the replacement cost cannot be reached with the servicing facility.

YOUR RESPONSIBILITIES

1. Properly maintain the **Covered Tires/Wheels** according to the manufacturer's recommendations, including but not limited to proper rotation, balancing and inflation pressures.
2. Use all reasonable means to protect **Covered Tires/Wheels** from additional damage when a known problem exists
3. **You** must replace the **Covered Tires** when the tread depth reaches 2/32" of an inch or less; or tire shows evidence of dry rot or improper wear. **Covered Tires** properly replaced in a manner compliant with the **Covered Vehicle** or the tire manufacturer's guidelines are covered for the remaining term of this **Contract**.
4. Follow the Claim Procedures outlined below.
5. Payment of all expenses incurred which are not covered under this **Contract**.

CLAIM PROCEDURES

To obtain benefits under this **Contract**, **You** must:

1. Contact **Us** at (877) 673-4307 for prior authorization and a claim number before work is commenced, except as outlined in the terms and conditions of this **Contract**.
2. Furnish such information as may be required, including but not limited to digital pictures of damage, the tire brand, tire type, tire size and wheel type on the **Covered Vehicle** at the time of the claim.
3. Retain for inspection all **Covered Tires/Wheels** that require repair or replacement until the claim has been settled.
4. Submit to **Us** the signed repair or replacement invoice and other documentation required by **Us**. Documentation may be faxed to (816) 347-8224 or mailed to **Us** at: **Vehicle Protection, Inc. / MBP Network, Inc., 250 NE Mulberry, Lee's Summit, MO 64086**.
5. Pay for the repair or replacement and obtain reimbursement if the servicing facility will not accept payment directly from **Us**.

Pre-authorization is granted based on the information provided. If any documentation submitted does not substantiate the information provided during the authorization call, **Your** claim may be denied. The amount authorized by **Us** is the maximum amount that will be paid for repairs or replacement covered under this **Contract**. Any additional amounts must receive prior authorization from **Us**. **All claim documentation must be received within ninety (90) days of repair/replacement to be eligible for payment.**

EMERGENCY CLAIM PROCEDURES

In the event of **Road Hazard Damage** requiring repairs outside **Our** normal business hours, **You** may elect to wait for authorization or proceed with a tire or wheel repair or replacement. In order to be eligible for reimbursement, 1) if replaced, the damaged **Covered Tire/Wheel** must be retained, 2) if the **Covered Tire/Wheel** is repairable, ensure that you have the repair facility provide you with the bare rim run-out measurements/readings and take clear pictures of the damage before the **Covered Tire/Wheel** is repaired, and 3) **You** must contact **Us** within two (2) business days. **You** will be responsible for repair/replacement costs if it is determined that the repair/replacement is not eligible for coverage under this **Contract**. **All claim documentation must be received within ninety (90) days of repair/replacement to be eligible for payment.**

TRANSFER: In the event **You** sell the **Covered Vehicle**, this **Contract** may be transferred to the new owner, provided the **Contract** has not been cancelled or previously transferred. Submit the transfer request, in writing, to VPI/MBP Network, Inc. within thirty (30) days of the change in ownership, along with a transfer fee of \$50.00 and the following: a copy of this **Contract**, **Contract** number, vehicle identification number, make and model of the **Covered Vehicle**, date of sale of the **Covered Vehicle**, and the name and address of both **You** and the new owner of the **Covered Vehicle**. This **Contract** may not be assigned separately from the **Covered Vehicle**, nor can it be assigned to a new or used car dealer or anyone other than a private individual purchasing the **Covered Vehicle** for personal use. If the remaining **Contract** term is not properly and timely transferred, this **Contract** will no longer be in force and should be cancelled by **You**. The Lienholder shall have no rights under this **Contract** except that the Lienholder may cancel this **Contract** and receive a pro rated refund, provided the request is made in writing, and the Lienholder has succeeded to **Your** interests by reason of repossession or a total loss occurred.

EXCLUSIONS

THIS CONTRACT WILL NOT PAY OR REIMBURSE FOR:

1. **TIRE/WHEEL REPLACEMENTS OR WHEEL REPAIRS MADE WITHOUT OUR PRIOR AUTHORIZATION, EXCEPT AS STATED UNDER EMERGENCY CLAIM PROCEDURES.**
2. **REPAIRS MADE BY ANYONE OTHER THAN A SERVICING FACILITY LICENSED TO PERFORM REPAIRS IN THE AREA WHERE IT DOES BUSINESS AND HAS A FEDERAL EMPLOYER'S IDENTIFICATION NUMBER.**
3. **FAILURES TO COVERED TIRE/WHEELS OCCURRING WHEN ANY PART OF THE TIRE TREAD THAT COMES IN CONTACT WITH THE ROAD HAS A TREAD DEPTH OF 2/32 OF AN INCH OR LESS.**
4. **DAMAGE, REPLACEMENTS, OR REPAIRS TO TIRES AND/OR WHEELS WHICH ARE OVERSIZED, UNDERSIZED, OR OTHERWISE NOT RECOMMENDED BY THE MANUFACTURER.**
5. **COSMETICALLY DAMAGED TIRES OR WHEELS (UNLESS THE ALLOY WHEEL COSMETIC REPAIR OPTION WAS SELECTED), OR TIRES OR WHEELS DAMAGED AS A RESULT OF DEFECTS, WEAR AND TEAR, DRY ROT, CRACKING OR PEELING, INCIDENTAL OR CONSEQUENTIAL DAMAGE, WHEEL ALIGNMENT, TIRE ROTATION, ATTACHING HARDWARE, WHEEL COVERS AND "SPACE SAVER" STYLE SPARE TIRES.**
6. **REPAIRS TO ANY TYPE OF WHEEL OR RIM MANUFACTURED WITH ANY MATERIAL OTHER THAN ALLOY WITH A FACTORY BRUSHED OR PAINTED SURFACE.**
7. **REPLACEMENT OF A COVERED WHEEL WHERE THE DAMAGE TO THE WHEEL IS TOO GREAT TO BE REPAIRED, BUT A TECHNICIAN DETERMINES THE WHEEL IS STILL SEALING WITH THE TIRE.**
8. **CRACKS IN WHEELS WHERE THERE IS NO EVIDENCE OF IMPACT FROM A ROAD HAZARD, OR INTERNAL TIRE STRUCTURE DAMAGES WHERE THERE IS NO EVIDENCE OF IMPACT FROM A ROAD HAZARD.**
9. **TIRE REPLACEMENT DUE SOLELY TO ROAD FORCE BALANCE MACHINE READINGS WHERE NO EVIDENCE OF IMPACT IS PRESENT.**
10. **DAMAGE INCURRED OUTSIDE THE FIFTY (50) UNITED STATES, THE DISTRICT OF COLUMBIA AND CANADA.**
11. **LOSS, DAMAGE OR EXPENSE CAUSED BY ACCIDENTS OR COLLISION THAT ALSO RESULTED IN SUSPENSION, BODY OR FRAME DAMAGE; THEFT; SNOW CHAINS/CABLES; EXPLOSION; ACTS OF NATURE; WATER; MALICIOUS MISCHIEF; VANDALISM; CIVIL COMMOTION; RIOTS; WAR.**
12. **INVOICES PRESENTED FOR PAYMENT ON CONTRACTS FOR WHICH PAYMENT HAS NOT BEEN RECEIVED, OR FOR SERVICES NOT PERFORMED, NOT AUTHORIZED, OR NOT AS DESCRIBED AT THE TIME OF PRIOR AUTHORIZATION.**
13. **DAMAGE THAT IS CAUSED BY OR OCCURS AFTER A COVERED TIRE/WHEEL IS NO LONGER SERVICEABLE.**

14. DAMAGE DUE TO MISUSE, ABUSE, NEGLIGENCE, IMPROPER APPLICATION, IMPROPER ROTATION, VALVE STEM CORROSION, VALVE STEM LEAKAGE OR FAILURE, TIRE SEALANTS, BRAKE LOCK UP, WHEEL SPINNING, OR TORQUE SNAGS.
15. LOSS, DAMAGE OR EXPENSE AS A RESULT OF USE NOT ON A PUBLIC ROADWAY.
16. DAMAGE CAUSED BY MECHANICAL FAILURES (E.G. FAILED SHOCKS, STRUTS, ALIGNMENT, BALANCING) OR INTERFERENCE WITH VEHICLE COMPONENTS (E.G. FENDERS, EXHAUST, SPRINGS).
17. COVERED TIRES/WHEELS THAT HAVE BEEN REPAIRED IN A MANNER OTHER THAN PER INDUSTRY APPROVED METHODS, WHICH INCLUDE TIA AND/OR RMA REPAIR GUIDELINES.
18. TIRES THAT HAVE BEEN RETREADED, RECAPPED, REGROOVED, REMOLDED, OR TUBED.
19. DAMAGE TO USED TIRES THAT HAVE BEEN INSTALLED ON THE COVERED VEHICLE AFTER THE SALE OF THE CONTRACT OR TO WHEELS IF USED TIRES ARE MOUNTED ON THE COVERED WHEELS AFTER THE SALE OF THE CONTRACT.
20. DAMAGE TO TIRES AND/OR WHEELS INSTALLED ON VEHICLES USED FOR COMPETITIVE DRIVING OR RACING, POLICE OR EMERGENCY SERVICE, PRINCIPALLY OFF-ROAD USE, SNOW REMOVAL, CARRIAGE OF PASSENGERS FOR HIRE, COMMERCIAL TOWING, CONSTRUCTION, POSTAL SERVICE, FARM, RANCH, OR AGRICULTURE, MOTORCYCLES, OR TRAILERS.
21. TIRE PRESSURE MONITORING SYSTEM (TPMS) WARNING LIGHTS/INDICATORS, RECEIVERS/CONTROL UNITS, ANTENNAE, TRANSCEIVERS, DISPLAY UNITS, MONITORS, OR FAILURES TO TPMS COMPONENTS DUE TO IMPROPER REMOVAL OR INSTALLATION, BLOCKED PRESSURE PORTS, LOW BATTERY POWER, MECHANICAL OR ELECTRICAL FAILURES, OR DAMAGE TO TPMS SENSOR/TRANSMITTER ASSEMBLIES.
22. AFTERMARKET TIRES AND WHEELS THAT DO NOT MEET THE OEM APPROVED SPECIFICATIONS.
23. PRE-EXISTING, CONSEQUENTIAL, INCIDENTAL, SECONDARY DAMAGES, UNREASONABLE COSTS THAT YOU MAY SUFFER AS A RESULT OF THE NEED TO REPAIR OR REPLACE A COVERED TIRE/WHEEL, OR PERSONAL EXPENSES ARISING BECAUSE YOUR VEHICLE IS NOT AVAILABLE FOR YOUR USE, INCLUDING STORAGE OR FREIGHT CHARGES; OR COSTS THAT EXCEED THE PER OCCURRENCE LIMITS STATED IN THIS CONTRACT.
24. LIABILITY FOR DAMAGE TO PROPERTY, INJURY TO OR DEATH OF ANY PERSON ARISING OUT OF THE OPERATION, MAINTENANCE OR USE OF YOUR VEHICLE WHETHER OR NOT RELATED TO TIRE OR WHEEL DAMAGE.

GENERAL: 1) The terms and conditions outlined herein are the full and complete agreement between the parties. No oral representation should be relied upon, including any oral statements of the Selling Dealer or servicing facility. 2) **We** assume no obligation or responsibility with regard to the **Covered Vehicle**. 3) **We** neither assume, nor authorize, anyone to assume additional liability on **Our** behalf. 4) If a claim is paid by **Us** and should have been paid as a result of coverage by a valid collectible insurance policy, or by another valid obligor company, **You** agree that **We** shall have subrogation rights allowing **Us** to be reimbursed for the amount of the paid claim. **You** understand that after **You** have been made whole, the reimbursement may be payable by **You**, **Your** insurance company, or another obligor. 5) **We** reserve the right to inspect the **Covered Vehicle** prior to authorizing repairs. 6) **You** may take the **Covered Vehicle** to any approved servicing facility.

LIMITED RIGHTS OF THE LIENHOLDER: A lienholder shall have no rights under this **Contract** except that a lienholder may cancel this **Contract** and receive a prorated refund, provided the lienholder's contract includes the purchase price for this **Contract**, the request is made in writing, and the lienholder has succeeded to **Your** interests by reason of repossession or a total loss occurs.

SPECIAL STATE REQUIREMENTS AND DISCLOSURES

THIS **CONTRACT** IS AMENDED TO COMPLY WITH THE FOLLOWING REQUIREMENTS AND DISCLOSURES FOR THE SELLING DEALER'S STATE:

Alabama: A twenty-five dollar (\$25) cancellation fee is applicable. The CANCELLATION section is amended to add the following: If **You** are the original **Contract Holder** and **You** cancel this **Contract** within sixty (60) days of the original Contract Sale Date, a ten percent (10%) penalty per month shall be added to a refund that is not made within forty-five (45) days of return of this **Contract** to **Us**. The lienholder/lessor, if any, will be named on a cancellation refund check as their interest may appear.

Alaska: CANCELLATION section is amended as follows: **We** will retain a cancellation fee of 7.5% of the unearned pro rata Contract Sale Price, not to exceed twenty-five dollars (\$25); to be based on the days in force, as related to **Your Contract's** term.

Arizona: Nothing in this section prevents, limits or waives the rights of the **Contract Holder** to file a complaint against **Us**, **Vehicle Protection, Inc.**, or seek remedy available thereto, with the Arizona Department of Insurance.

CANCELLATION section is amended as follows: A twenty-five dollar (\$25) cancellation fee is applicable.

During the first sixty (60) days from the Contract Sale Date, **We** or the Selling Dealer will refund **You** 100% of the Contract Sale Price with no deductions for any claims or pending claims. After the first sixty (60) days from the Contract Sale Date, **We** or the Selling Dealer will refund **You** a pro-rated amount of the Contract Sale Price, based on the lesser of the months or miles remaining, less a twenty-five dollar (\$25) cancellation fee.

We may not cancel or void this **Contract** or any provisions of this **Contract** due to (1) **Our** acts or omissions in failing to provide correct information or to perform services or repairs in a timely, competent, and workmanlike manner, (2) prior use or unlawful acts relating to the **Covered Tire/Wheels**, (4) **Our** misrepresentation, and (5) ineligibility of the tire or wheels for coverage under the program.

California: Performance to **You** under this **Contract** is guaranteed by a California approved insurance company. If **You** are not satisfied with the insurance company's response, **You** may contact the California Department of Insurance at (800) 927-4357.

The CANCELLATION section is amended to delete the provision allowing **Us** to cancel this **Contract** after sixty (60) days if the **Vehicle** is determined to be ineligible for coverage. The fifty dollar (\$50) cancellation fee is replaced with either 10% of the price of this **Contract** or twenty-five dollars (\$25), whichever is less. No cancellation fee will apply in the event **We** cancel this **Contract**.

Connecticut: Unresolved complaints may be addressed to the State of Connecticut, Insurance Department P.O. Box 816, Hartford, CT 06142-0816, Attention: Consumer Affairs.

If the warranty period is less than one year, the coverage is automatically extended if the product is being repaired when the warranty expires.

The first sentence of the CANCELLATION section is amended as follows: **You** may cancel this **Contract** at any time for any reason by submitting a written request to the Selling Dealer containing a copy of **Your Contract**.

Florida: CANCELLATION section is deleted in its entirety and replaced with the following: **You** may cancel this **Contract** by submitting a written request to the Selling Dealer containing a copy of **Your Contract**. During the first sixty (60) days from the Contract Sale Date, **We** or the Selling Dealer will refund **You** 100% of the Contract Sale Price, less any claims paid on **Your Contract**. After the first sixty (60) days from the Contract Sale Date, **We** or the Selling Dealer will refund **You** a pro-rated amount of the Contract Sale Price, based on the lesser of the months or miles remaining, less a fifty dollar (\$50) cancellation fee or five (5) percent of the gross premium paid by **You**, whichever is less.

We may cancel this **Contract** during the first sixty (60) days of the Contract Sale Date for any reason. After sixty (60) days, **We** may cancel this **Contract** for material misrepresentation or fraud at time of sale, non payment of Contract Sale Price or if **You** have failed to maintain the **Covered Tires/Wheels** as prescribed by the manufacturer. If **We** cancel this **Contract**, **We** or the Selling Dealer will refund **You** 100% of the Contract Sale Price, less any claims paid on **Your Contract**. If **We** cancel this **Contract** for non-payment of the Contract Sale Price by **You**, **We** shall provide **You** notice of cancellation by certified mail. If **Your Contract** is financed, the Lienholder has the right to receive any portion of the cancellation refund amounts. If **Your Covered Vehicle** is repossessed, stolen or declared a total loss, **You** authorize the Lienholder on the **Declarations Page** to cancel this **Contract**. The lienholder/lessor, if any, will be named on a cancellation refund check as their interest may appear.

A forty dollar (\$40) transfer fee is applicable. **The Contract Sale Price charged for this Contract is not subject to regulation by the FL Office of Insurance Regulation.**

Georgia: CANCELLATION section is deleted in its entirety and replaced with the following: **We** may not cancel this **Contract** except for material misrepresentation or fraud at time of sale or non-payment of Contract Sale Price. If **We** cancel this **Contract**, **We** or the Selling Dealer will refund **You** 100% of the Contract Sale Price. Written notice of cancellation will be mailed to **You** at least ten (10) days prior to the cancellation of this **Contract** for non-payment of the Contract Sale Price. At least thirty (30) days written notice of cancellation will be mailed to **You** for all other reasons. Cancellation will comply with Section 33-24-44 of the Georgia Code. Cancellation fee is not applicable.

You may cancel this **Contract** at any time. If **You** cancel this **Contract** within the first sixty (60) days and no claims have been filed, **We** will refund the entire Contract Sale Price. If this **Contract** is cancelled after the first sixty (60) days or a claim has been filed, **We** will refund the amount of the Contract Sale Price according to the pro-rata of the Contract Sale Price based on the months remaining. An administrative fee of 10% of the pro-rata refund amount will be applied if the **Contract** is cancelled by **You**.

If **Your Contract** is financed, the Lienholder has the right to receive any portion of the cancellation refund amounts. If **Your Covered Vehicle** is repossessed, stolen or declared a total loss, **You** authorize the Lienholder on the **Declarations Page** to cancel this **Contract**. The lienholder/lessor, if any, will be named on a cancellation refund check as their interest may appear.

Hawaii: CANCELLATION section is amended as follows: If **We** cancel the **Contract**, notice of such cancellation will be delivered to **You** by registered mail five (5) days prior to cancellation. The notice of cancellation will state the reason for cancellation and will include any reimbursement required. The cancellation will be effective as of the date of termination as stated in the notice of cancellation. If cancellation is due to non-payment of the Contract Sale Price, material misrepresentation, or a substantial breach of duties under the **Contract**, such notice will not be required. A ten percent (10%) penalty per month shall be added to a refund that is not made within forty-five (45) days of return of this **Contract** to **Us**.

Idaho: Coverage afforded under this **Contract** is not guaranteed by the Idaho Insurance Guarantee Association.

Illinois: CANCELLATION section is amended as follows: If **You** elect cancellation, **We** may retain a cancellation fee not to exceed the lesser of ten percent (10%) of the Contract Sale Price or fifty dollars (\$50).

Indiana: **Your** proof of payment to the Selling Dealer for this **Contract** shall be considered proof of payment to First Colonial Insurance Company, which guarantees **Our** obligations to **You**, providing such insurance was in effect at the time **You** purchased this **Contract**.

Iowa: Iowa residents only may also contact the Iowa Insurance Commissioner at the following address: Iowa Insurance Department, 6th Floor, Lucas State Office Building, Des Moines, Iowa 50319. CANCELLATION section is amended to add the following: If **You** are the original **Contract Holder** and **You** cancel this **Contract** within sixty (60) days of the original Contract Sale Date, a ten percent (10%) penalty per month shall be added to a refund that is not made within thirty (30) days of return of this **Contract** to **Us**. If **We** cancel the **Contract**, written notice of such cancellation will be mailed to **You** within fifteen (15) days of the date of cancellation.

Kentucky: Transfer fee is not applicable. Cancellation fee is not applicable.

Louisiana: CANCELLATION section is amended to include the following: After sixty (60) days, **We** cannot cancel this **Contract** except:

1. If there has been a material misrepresentation or fraud at the time of sale on the **Contract**;
2. If the **Contract Holder** failed to maintain the tires or wheels as prescribed by the manufacturer; or
3. For non-payment of the Contract Sale Price by the **Contract Holder**, in which case **We** will provide the **Contract Holder** notice of cancellation by certified mail.

The refund will be based upon a pro-rata basis. In calculating a refund, no deduction shall be allowed for any claim that has been paid under the **Contract**. If the **Contract Holder** has requested cancellation within the first thirty (30) days, full refund, minus any cancellation fee, shall be issued. Cancellation fees will not exceed fifty dollars (\$50). The "less any claims paid" language does not apply in the State of Louisiana. The Lienholder will be named on the refund check when financing has been provided for the Contract Sale Price. In the event of repossession or total loss, Lienholder may request cancellation of this **Contract** and will be the sole named payee. This **Contract** is cancellable and refundable upon the request of the **Contract Holder**.

Maryland: CANCELLATION section is amended as follows: If **You** are the original **Contract Holder** and **You** cancel this **Contract** within sixty (60) days of the Contract Sale Date, and if no **Claims** have been paid, a full refund will be issued. The cancellation fee does not apply in Maryland. A ten percent (10%) penalty per month shall be added to a refund that is not made within forty-five (45) days of return of this **Contract** to **Us**.

After sixty (60) days, **We** cannot cancel this **Contract** except:

1. when there exists:
 - a. a material misrepresentation or fraud at the time of sale of the **Contract**;
 - b. a matter or issue related to the risk that constitutes a threat to public safety; or
 - c. a change in the condition of the risk that results in an increase in the hazard insured against; or
2. for non-payment of premium;

If **Your Contract** is financed, the insurer shall return any gross unearned premiums that are due under the insurance contract, computed pro rata, and excluding any expense constant, administrative fee, or any nonrefundable charge filed with and approved by the Commissioner.

The transfer fee does not apply in Maryland.

Minnesota: CANCELLATION section is amended to add the following: A ten percent (10%) penalty per month must be added to a refund that is not paid or credited within forty-five (45) days after return of the **Contract** to **Us**. If **We** cancel the **Contract**, written notice of such cancellation will be mailed to **You** within fifteen (15) days of the date of cancellation and will state the effective date and the reason for cancellation; five (5) days written notice will be mailed to **You** for non-payment of premium, material misrepresentation or substantial breach of duties by **You**.

Missouri: The CANCELLATION section is amended to add the following: If **We** cancel the **Contract**, notice of such cancellation will be delivered to **You** by registered mail fifteen (15) days prior to cancellation. The applicable free-look time period on this **Contract** shall only apply to the original **Contract Holder**. A ten percent (10%) penalty per month shall be added to a refund that is not made within thirty (30) days of return of this **Contract** to **Us**.

Nevada: Our obligations under this **Contract** are insured by First Colonial Insurance Company in the state of Nevada.

CANCELLATION section is deleted in its entirety and replaced by the following: This **Contract** is cancelable by **You** at any time. **You** may cancel this **Contract** within sixty (60) days of the original contract sale date for a full refund of the purchase price paid. If **You** cancel after sixty (60) days of the original Contract sale date, **You** will receive a pro-rata refund of the purchase price paid, less a \$25 cancellation fee. Should the cancellation fee exceed the refund amount, no refund is due to **You**. **You** may cancel by notifying the Dealer in writing and providing a copy of this **Contract**. Any refund will be calculated based on the date the Dealer receives the cancellation request. **We** shall refund to the contract holder the purchase price of the contract within 45 days after the contract has been returned to **Us**. A ten percent (10%) penalty per month shall be added to a refund that is not made within forty-five (45) days of return of this **Contract** to **Us**.

We may cancel this **Contract** during the first sixty (60) days of the original Contract sale date for any reason. After sixty (60) days, **We** may cancel this **Contract** for material misrepresentation or fraud by **You** at time of sale or non-payment of the purchase price by **You**. If **We** cancel this contract, no cancellation will become effective until at least fifteen (15) days after the notice of cancellation is mailed to the contract holder. If **We** cancel this Contract, **We** or the **Seller** will refund **You** 100% of the purchase price paid. If **We** have notice of a lienholder/lessor and a Discharge of Lien is not provided, any refund will be issued to the lienholder/lessor. The lienholder/lessor, if any, will be named on a cancellation refund check as their interest may appear. If a lienholder will receive any portion of the cancellation refund or if the lienholder cancels this contract due to **Your** vehicle being repossessed, stolen or declared a total loss, no cancellation will become effective until at least fifteen (15) days after the notice of cancellation is mailed to the contract holder. If cancelled, the Contract may not be reinstated.

CONTRACT COVERAGE section is deleted in its entirety and replaced with the following: In the event that **You** experience **Road Hazard Damage** and the lowest tread depth of the damaged tire is more than 2/32 of an inch, **We** will pay the cost to repair, or if not repairable, replace the damaged **Covered Tire** during the **Contract** term. In addition, **We** will pay the costs to repair, or if not repairable, to replace a damaged **Covered Wheel**. Coverage is limited to the Program and Coverage Limits for the Class indicated on the **Declarations Page**, in accordance with the terms and conditions contained in this **Contract**. **Aftermarket Tires and Wheels are specifically excluded from coverage. Installation of Aftermarket Tires or Wheels may result in Us cancelling this Contract, but only if such installation occurred after the effective date of this Contract and substantially and materially increases the service required under this**

Contract. In the event of cancellation due to this circumstance, You will receive a pro rata refund of the Contract Sale Price. This coverage applies only to the Covered Vehicle identified on the Declarations Page unless You complete the transfer process with Us.

This **Contract** is non-renewable.

New Hampshire: If **You** have any questions regarding this **Contract**, **You** may contact **Us** by mail or by phone. Refer to the **Declarations Page** for **Our** address and toll-free number. In the event **You** do not receive satisfaction under this **Contract**, **You** may contact the New Hampshire Insurance Department at the following address: 21 Fruit Street, Suite 14, Concord, New Hampshire 03301.

New Mexico: CANCELLATION section is revised to add the following:

No **Contract** that has been in effect for at least seventy (70) days will be cancelled by **Us** before the expiration of the agreed term or one (1) year after the Contract Sale Date, whichever occurs first, except on any of the following grounds:

1. Failure by the **Contract Holder** to pay an amount when due;
2. Conviction of the **Contract Holder** of a crime that results in an increase in the service required under the **Contract**;
3. Discovery of fraud or material misrepresentation by the **Contract Holder** in obtaining the **Contract** or in presenting a claim for service there under; or
4. Discovery of either of the following if it occurred after the Contract Sale Date and substantially and materially increased the service required under the **Contract**: a. An act or omission by the **Contract Holder**; or b. A violation by the **Contract Holder** of any condition of the **Contract**.

The right to void this **Contract** is not transferable and applies only to the original **Contract Holder**. If **We** cancel the **Contract**, notice of such cancellation will be delivered to **You** by registered mail fifteen (15) days prior to cancellation. The notice of cancellation will state the reason for cancellation and will include any reimbursement required. The cancellation will be effective as of the date of termination as stated in the notice of cancellation. A ten percent (10%) penalty per month shall be added to a refund that is not made within thirty (30) days of return of this **Contract** to **Us**. The cancellation fee does not apply in New Mexico.

New York: CANCELLATION section is amended to add the following: If this **Contract** is originally delivered to **You** by mail, **You** may cancel this **Contract** within thirty (30) days after the date the **Contract** was mailed to **You** and receive a full refund of the Contract Sale Price provided no claim has been made under the **Contract**. If a full refund is due to **You** under this **Contract**, a ten percent (10%) penalty per month will be added to the refund if it is not made within thirty (30) days of return of the **Contract** to **Us**.

North Carolina: CANCELLATION section is amended as follows: A twenty-five dollar (\$25) cancellation fee or ten percent (10%) of the pro-rata refund amount, whichever is less, is applicable. **We** may only cancel this **Contract** for non-payment of premium or for a direct violation of the **Contract** by **You**. The lienholder/lessor, if any, will be named on a cancellation refund check as their interest may appear.

Ohio: This **Contract** is not an insurance policy and is not subject to the insurance laws of this state. In the event **You** cancel the **Contract** as stated in the CANCELLATION section and no refund is received, **You** may contact First Colonial Insurance Company directly for **Your** refund.

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

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

For towing service, contact Allstate Motor Club, Incorporated at (866) 273-4699 or 51 West Higgins Road, South Barrington, IL 60010.

The CANCELLATION section is deleted in its entirety and replaced with the following: **You** may cancel this **Contract** by submitting a written request to the Selling Dealer containing a copy of **Your Contract**. If **You** cancel during the first sixty (60) days from the Contract Sale Date, and no **Claim** has been authorized or paid, **We** or the Selling Dealer will refund **You** 100% of the Contract Sale Price. After the first sixty (60) days from the Contract Sale Date, or if a claim was made within the first sixty (60) days, **We** or the Selling Dealer will provide a refund of 100% of the unearned pro-rata premium less ten percent (10%) of unearned pro-rata premium or fifty dollars (\$50), whichever is less. **We** may cancel this **Contract** during the first sixty (60) days of the Contract Sale Date for any reason. After sixty (60) days, **We** may cancel this **Contract** for material misrepresentation or fraud at time of sale or non-payment of Contract Sale Price. If **We** cancel this **Contract**, **We** or the Selling Dealer will refund **You** 100% of the unearned pro rata premium. If **Your Contract** is financed, the Lienholder has the right to receive any portion of the cancellation refund amounts. If **Your Covered Vehicle** is repossessed, stolen or declared a total loss, **You** authorize the Lienholder on the **Declarations Page** to cancel this **Contract**.

South Carolina: If **You** have any questions regarding this **Contract**, or a complaint against the **Administrator**, **You** may contact the South Carolina Department of Insurance at P.O. Box 100105 Columbia, SC 29202, info@doi.sc.gov, (803) 737-6160.

The CANCELLATION section is amended to add the following: A ten percent (10%) penalty per month shall be added to a refund that is not made within forty-five (45) days of return of this **Contract** to **Us**. The lienholder/lessor, if any, will be named on a cancellation refund check as their interest may appear.

Texas: If **You** have any questions regarding the regulation of this **Contract** or a complaint against the **Administrator**, **You** may contact the Texas Department of Licensing and Regulation at 920 Colorado, Austin, Texas 78701 or P.O. Box 12157, Austin, Texas 78711, (800) 803-9202. CANCELLATION section is amended to add the following: A ten percent (10%) penalty per month shall be added to a refund that is not made within forty-five (45) days after return of the **Contract** to **Us**. If a covered claim is not paid within forty-five (45) days after proof of loss has been filed with the **Administrator** by **You**, **You** may file a claim directly with First Colonial Insurance Company at (800) 621-4871; 1776 American Heritage Life Drive, Jacksonville, FL 32224. If **We** cancel this **Contract** for any reason other than non-payment of the Contract Sale Price or material misrepresentation by **You** to **Us**, **We** shall mail a written notice of cancellation to **You** at the last known address before the fifth day preceding the effective date of cancellation. The notice will state the effective date of cancellation and the reason for cancellation.

Utah: Coverage afforded under this **Contract** is not guaranteed by the Utah Property and Casualty Guaranty Association.

This **Contract** is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department.

CLAIM PROCEDURES and EMERGENCY CLAIM PROCEDURES sections are amended to add the following: If **You** fail to give any notice or file any proof of loss required by this **Contract** within the time specified in this **Contract**, it does not invalidate a **Claim** made by **You** if **You** show that it was not reasonably possible to give the notice or file the proof of loss within the prescribed time and that notice was given or proof of loss was filed as soon as reasonably possible.

CANCELLATION section is amended to add the following: If **We** cancel this **Contract**, **We** will provide written notice of cancellation, including the actual reason for the cancellation, to the last known mailing address at least:

1. Ten (10) days before the effective date of cancellation if cancelled for non-payment of the Contract Sale Price;
2. Forty five (45) days before the effective date of cancellation if cancelled for any other reason.

Payment Terms: This **Contract** can be purchased by using Cash/Credit Card or Financed as part of **Your Covered Vehicle** loan.

Washington: All references to **Administrator** throughout this **Contract** are replaced with **Service Provider**.

Our obligations under this **Contract** are guaranteed by a reimbursement insurance policy issued by First Colonial Insurance Company, Policy Number: VPIWA001.

CANCELLATION section is deleted in its entirety and replaced with the following: **You** may cancel this **Contract** by submitting a written request to the Selling Dealer stating the date upon which the cancellation is effective, and containing a copy of **Your Contract** and the current mileage on **Your Vehicle**. During the first sixty (60) days from the Contract Sale Date, **We** or the Selling Dealer will refund **You** 100% of the Contract Sale Price, less any **Claims** paid on **Your Contract**. After the first sixty (60) days from the Contract Sale Date, **We** or the Selling Dealer will refund **You** a pro-rated amount of the Contract Sale Price, based on the lesser of the months or miles remaining, less a fifty dollar (\$50) cancellation fee. If **You** are the original **Contract Holder** and **You** cancel this **Contract** within sixty (60) days of the original Contract Sale Date, a ten percent (10%) penalty per month shall be added to a refund that is not made within thirty (30) days of return of this **Contract** to **Us**.

We may cancel this **Contract** during the first sixty (60) days of the Contract Sale Date for any reason. After sixty (60) days, **We** may cancel this **Contract** for non payment of Contract Sale Price by the Selling Dealer to **Us**, or for material misrepresentation or fraud at time

of sale. If **We** cancel this **Contract**, **We** or the Selling Dealer will refund **You** 100% of the Contract Sale Price.

If **We** have notice of a lender and a Discharge of Lien is not provided, any refund will be issued to the lender. If **Your Vehicle** is repossessed, stolen or declared a total loss, **You** authorize the lender on the **Declarations Page** to cancel this **Contract**. If cancelled, the **Contract** will not be reinstated.

West Virginia: The cancellation fee does not apply in West Virginia.

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

CLAIM PROCEDURES 1. is revised to add the following: Failure to receive preauthorization will not cause **Your** claim to be denied, but **You** should contact the **Administrator** as soon as reasonably possible.

CLAIM PROCEDURES 4. is deleted in its entirety and replaced with the following: To obtain payment for a claim, **You** must submit a legible copy of the repair invoice to **Us**. Repair invoices must include the following: authorization number, authorized amount, **Your** name, address, phone number and signature; repair facility name, address, and phone number; Vehicle Identification Number (VIN) and repair date; the **Contract Holder's** description of the **Claim** and the repair facility's description of the diagnosis and repair; part numbers, part descriptions and prices; labor hours, labor descriptions, labor rate; and the total amount requested for payment. All documents pertaining to a claim must be submitted to **Us** as soon as reasonably possible and with one (1) year from the date of the claim to be eligible for payment. Failure to provide receipts within this time period may result in the denial of reimbursement. When submitting **Your** Claim for payment, send only photocopies of **Your** receipts. Keep the originals for **Your** records. Documentation may be faxed to (816) 347-8224 or mailed to us at **Vehicle Protection, Inc., 250 NE Mulberry, Lee's Summit, MO 64086**

CANCELLATION is deleted in its entirety and replaced with the following:

You may cancel this **Contract** by submitting a written request to the Selling Dealer containing a copy of **Your Contract**. During the first sixty (60) days from the Contract Sale Date, **We** or the Selling Dealer will refund **You** 100% of the Contract Sale Price. After the first sixty (60) days from the Contract Sale Date, **We** or the Selling Dealer will refund **You** a pro-rated amount of the Contract Sale Price, based on the lesser of the months or miles remaining, less a cancellation fee not to exceed ten (10%) of the Contract Sale Price or fifty dollar (\$50) cancellation fee. If **You** are the original **Contract Holder** and **You** cancel this **Contract** within sixty (60) days of the original Contract Sale Date a ten percent (10%) penalty per month shall be added to a refund that is not made within forty five (45) days of return of this **Contract** to **Us**.

We may cancel this **Contract** for material misrepresentation at time of sale; non-payment of Contract Sale Price; or substantial breach of duties relating to the covered product or its use. If **We** cancel this **Contract**, **We** will provide written notice of cancellation, including the effective date of the cancellation and the actual reason for the cancellation, to the last known mailing address at least five (5) days prior to the effective date of cancellation if cancelled for non-payment of the Contract Sale Price; a material misrepresentation; or a substantial breach of duties relating to the covered product or its use.

If **We** cancel this **Contract**, **We** or the Selling Dealer will refund **You** 100% of the Contract Sale Price.

If **Your Contract** is financed, the Lienholder has the right to receive any portion of the cancellation refund amounts. If **Your Covered Vehicle** is repossessed, stolen or declared a total loss, **You** authorize the Lienholder on the **Declarations Page** to cancel this **Contract**.

In the event **We** do not provide, or reimburse, or pay for a service that is covered under this Agreement within sixty (60) days after **You** provide proof of loss, OR IF **We** BECOME INSOLVENT OR OTHERWISE FINANCIALLY IMPAIRED, **You** MAY FILE A CLAIM DIRECTLY WITH FIRST COLONIAL INSURANCE COMPANY FOR REIMBURSEMENT, PAYMENT, OR PROVISION OF SERVICES.

Wyoming: The CANCELLATION section is amended to add the following: If **You** are the original **Contract Holder** and **You** cancel this **Contract** within sixty (60) days of the original Contract Sale Date a ten percent (10%) penalty per month shall be added to a refund that is not made within forty five (45) days of return of this **Contract** to **Us**.

If **We** cancel this **Contract**, **We** will provide written notice of cancellation, including the effective date of the cancellation and the actual reason for the cancellation, to the last known mailing address at least ten (10) days before the effective date of cancellation if cancelled for any reason other than non-payment of the Contract Sale Price, a material misrepresentation by **You** or a substantial breach of duties by **You** relating to the covered product or its use.