

## CONTRACT PERIOD

**Vehicle Plan expiration is measured in time/mileage from the Contract Purchase Date and Odometer Mileage (at Contract Purchase Date). All plans require a mandatory "Waiting Period" before Coverage takes effect. The "Waiting Period"=30 days and 1,000 miles from the Contract Purchase Date and Odometer Mileage at Contract Purchase. 30 days and 1,000 miles will be added to the term of Your Contract.**

## CONTRACT

- This agreement (Contract) is between the Contract Holder (named on the Registration page) and the Service Contract Provider as defined under the Definitions section of this Contract. The Seller (issuing party) is not a party to this Contract and has no obligations to You in regards to the benefits provided.
- Your benefits and Our obligation to perform under this Contract are insured by an insurance policy with American Security Insurance Company, 11222 Quail Roost Drive, Miami, Florida 33157, (866) 306-6694. If the benefits as described are not provided within sixty (60) days after You provide proof of loss covered by this Contract, then You may make a direct claim against American Security Insurance Company. For **Minnesota residents only:** Our obligations are guaranteed by an insurance policy issued by American Reliable Insurance Company 11222 Quail Roost Drive, Miami, Florida 33157, (866) 306-6694. **For Connecticut, Florida Iowa, Maryland, Nebraska, New Hampshire, New York, and South Dakota residents only:** Our obligations are guaranteed by an insurance policy issued by American Bankers Insurance Company of Florida 11222 Quail Roost Drive, Miami, FL 33157, (866) 306-6694.

## DEFINITIONS

- **Consumer, Customer, You and Your** (Contract Holder) means the person who is listed in the "Contract Holder Information" section on the Registration page.
- **Contract** means this Vehicle Service Contract form.
- **Covered Part** means an item listed as a Covered Part, based on the coverage You selected, as defined in the section titled "Covered Parts".
- **Covered Breakdown, Breakdown, or Mechanical Breakdown** means the event caused by the total failure of any Covered Part to work as it was designed to work in normal service. Breakdown or Mechanical Breakdown does not include a total or partial failure resulting from wear and tear or ordinary use.
- **Lubricated Part** means a part that requires lubrication to perform its function.
- **Seller** means the entity where You purchased Your Contract.
- **Vehicle** means the Vehicle identified by the Vehicle Identification Number (VIN) listed on the Registration page of this Contract.
- **We, Us and Our** (The Service Contract Provider/Administrator/Obligor) mean Enterprise Financial Group, Inc. (EFG) P.O. Box 167667, Irving, TX 75016, (877) 838-3322. **For Florida residents only:** We, Us, and Our means Enterprise Financial

Group of Florida, Inc. (EFGF), Florida license # 60102, P.O. Box 167907, Irving, TX 75016. **For Louisiana, New Mexico, and South Carolina residents only:** We, Us and Our mean EFG Agency, Inc. P.O. Box 167667, Irving, TX 75016, (877) 838-3322. **For Texas residents only:** We, Us and Our (The Service Contract Provider) mean Enterprise Financial Group, Inc. (EFG) P.O. Box 167667, Irving, TX 75016, (877) 838-3322.

## **OUR OBLIGATIONS**

If a Covered Mechanical Breakdown of Your Vehicle occurs during the term of this Contract, We will:

- Pay You or the repairer, for repair or replacement of the Covered Part(s) and associated labor as required for the completion of the repair or replacement of those parts, which caused the Mechanical Breakdown. Any part damaged by the failure of a Covered Part is covered under this Contract. Labor will be verified by the standard versions of the following nationally recognized labor guides: Motors, Mitchell, & All Data. Replacement parts, not to exceed manufacturer's suggested retail price, may be of like kind and quality. This may include the use of new, remanufactured or used parts as determined by Us.
- Reimburse You for a rental car at the rate of up to twenty-five dollars (\$25), (\$30 if the Powertrain Choice box is selected), for every eight (8) hours, (or portion thereof), of labor time required to complete the repair, not to exceed a maximum of five (5) days. To receive rental benefits, You must supply Us with Your receipt from a licensed rental agency.
- Reimburse You for lodging and meal expenses actually incurred by You if the covered repairs are completed more than 100 miles from Your primary residence and You are stranded overnight. The limit on this reimbursement is seventy-five dollars (\$75) per day for up to three (3) days and a maximum of two hundred twenty-five dollars (\$225) per Breakdown.

## **YOUR OBLIGATIONS**

- In order for this Contract to remain in force, the minimum requirement on oil and filter changes is every six (6) months or five thousand (5,000) miles, whichever comes first. All other maintenance schedules must be done in accordance with Your Vehicle manufacturer's recommendations. You must keep and make available verifiable service/purchase receipts (indicating dates, mileage, and a description of Your Vehicle) which show that this maintenance has been performed within the time and mileage limits required. We will not reimburse for repair costs or expenses if You cannot provide accurate records proving that You have maintained the failed Covered Part.
- You or Your repair facility are required to obtain Our authorization prior to beginning any repair covered by this Contract.
- You are responsible for paying the deductible indicated on the Registration page of this Contract each time You have a Mechanical Breakdown. A one hundred dollar (\$100) deductible per repair visit will apply unless the fifty dollar (\$50) deductible option box has been marked on the Registration page.

- You are responsible for authorizing any teardown or diagnosis time needed to determine if Your Vehicle has a Covered Breakdown. If it is subsequently determined that the repair is needed due to a Covered Breakdown, We will pay for this part of the repair. If the failure is not a covered Mechanical Breakdown, then You are responsible for this charge.

### **OTHER IMPORTANT CONTRACT PROVISIONS**

Powertrain Choice Coverage, the total Aggregate Limits of Liability for all claims paid or payable during the term of this Contract shall not exceed a total dollar amount of \$10,000.00.

In return for Your payment for this Contract and subject to its terms, You will be provided with the protection described herein. After You receive any benefits under this Contract, We are entitled to all Your rights of recovery against any manufacturer, repairer or other party who may be responsible to You for the costs covered by this Contract or for any other payment made by Us. If We ask, You agree to help Us enforce these rights. You also agree to cooperate and help Us in any other matter concerning this Contract.

This Contract will terminate when You sell Your Vehicle unless transferred as provided in the Transfer Section or when this Contract is cancelled as outlined in the Cancellation Section.

### **IF YOU HAVE A MECHANICAL BREAKDOWN YOU MUST CALL 1-877-838-3322**

If You have a Mechanical Breakdown, You must follow this procedure:

- (1) Use all reasonable means to protect Your Vehicle from further damage. This may require You to stop Your and call for roadside assistance to have the Vehicle towed.
- (2) Take Your Vehicle to the licensed repair facility of Your choice, have the repair facility contact Us at 877-838-3322 for instructions, before ANY repairs are made.
- (3) Furnish Us or the repair facility with such reasonable information that We may require. This includes receipts for car rental charges, lodging, meals, and signed service receipts (indicating dates, mileage, and a description of Your Vehicle) as required by this Contract.
- (4) For simple repairs needed when the Administrator is not available for prior authorization, please use the following procedure:

#### **Emergency Repairs:**

Refer to Your Contract to determine if the Breakdown is due to the failure of a Covered Part and there are no listed exclusions that apply. For a simple repair, (Any repair requiring two (2) hours or less of labor time to complete), that is determined to be a Covered Part, authorize the repair facility to perform the repair, and call the Administrator or Service Contract Provider for instructions within five (5) business days, during normal business hours. On major repairs, (Any repair requiring more than two (2) hours of labor time to complete), determine the failure and repair costs and then contact the

Administrator or Service Contract Provider on the next normal business day for an authorization before repairs are performed. (Utah Residents see special state requirements and disclosures for additional clarifying language)

**Business Hours (Central Time Zone)**

**Monday through Friday 7AM until 7PM**

**Saturday 8AM until 2 PM**

## **COVERED PARTS**

The following is a list of Covered Parts as determined by the coverage You selected, as indicated on Your Vehicle Service Contract. For convenience, Covered Parts are listed next to the vehicle systems to which they are related. The vehicle systems listed are NOT Covered Parts.

## **POWERTRAIN CHOICE COVERAGE**

<b>ENGINE:</b>	Cylinder block and cylinder heads and all internally Lubricated Parts; turbocharger; supercharger; harmonic balancer; timing gear, chain and belt; and water pump. Seals and gaskets are only Covered when required in connection with the replacement of a Covered Part.
<b>TRANSMISSION:</b>	Transmission case and all internally Lubricated Parts; torque converter; flywheel/flex plate; and vacuum modulator. Seals and gaskets are only Covered when required in connection with the replacement of a Covered Part.
<b>TRANSFER CASE:</b>	Transfer case and all internally Lubricated Parts. Seals and gaskets are only Covered when required in connection with the replacement of a Covered Part.
<b>DRIVE AXLE(S):</b>	Drive axle housing and all internally Lubricated Parts; locking hubs; drive shafts; universal joints; and constant velocity joints unless failure was caused by neglected, torn, cracked, or perforated constant velocity joint boot. Constant velocity joint boots are not Covered under any circumstances. Seals and gaskets are only Covered when required in connection with the replacement of a Covered Part.
<b>A/C and HEATING:</b>	Condenser; compressor; compressor clutch; evaporator; accumulator; dryer; expansion valve; condenser fan; and condenser fan motor.
<b>COOLING SYSTEM:</b>	Cooling fan; cooling fan motor; and fan clutch.
<b>FUEL SYSTEM:</b>	Fuel delivery pump; fuel injection pump; metal fuel lines; fuel pressure regulator; fuel sending unit; and fuel gauge.
<b>ELECTRICAL:</b>	Alternator/generator; A/C blower motor; starter motor; starter solenoid; starter drive; horns; windshield wiper motors; windshield washer pump; power antenna motor; power window motors; window regulators; power door lock actuators; power trunk release; and all manually operated switches.

**SEALS and GASKETS:** Seals and gaskets are Covered only as part of repair or replacement of the above Covered Parts. Leaking seals and gaskets are not Covered Parts.

## **EXCLUSIONS – WHAT THIS VEHICLE SERVICE CONTRACT DOES NOT COVER**

All parts not specifically listed under Covered Parts are not covered under this Contract. Normal maintenance items/repairs such as engine tune-ups and front end alignments are not covered. Adjustments/ Alignments to Covered Parts are not covered. In addition, this Contract provides no benefits or coverage and We have no obligation under this Contract for:

- A Breakdown caused by lack of customary, proper, or manufacturer's specified maintenance.
- A Breakdown caused by contamination of or lack of proper fuels, fluids, coolants or lubricants, including a Breakdown caused by failure to replace seals and gaskets in a timely manner.
- A Breakdown caused by rust or corrosion. (This provision does not apply for residents of Minnesota)
- A Breakdown caused by or for damages resulting from overheating that would have been prevented if You would have used all reasonable means to protect Your Vehicle from this damage.
- Repair or replacement of any parts not necessary to the completion of the repairs for a Covered Breakdown, or were not damaged by the failure of a Covered Part.
- A Breakdown caused by towing a trailer, another vehicle or any other object unless Your Vehicle is equipped for this use as recommended by the manufacturer.
- A Breakdown caused by or involving modifications to Your Vehicle that are not performed or recommended by the manufacturer. (Georgia residents see Special State Requirements)
- A Breakdown caused by off-roading, misuse, abuse, racing or any form of competition.
- Certain vehicles outlined on the Administrator's or Service Contract Provider's guidelines with the Seller are ineligible. This includes, but is not limited to: exotic vehicles, grey market vehicles, salvage title vehicles, police, postal, taxi, and emergency vehicles, rental vehicles, tow vehicles, vehicles equipped with a snow plow, lifted vehicles, vehicles equipped with a flat bed, and vehicles greater than 1 ton.
- Vehicles used for business, deliveries, construction, or commercial hauling (Unless the Commercial Vehicle box has been marked on the Registration page).
- A Breakdown caused by collision, fire, theft, freezing, vandalism, riot, explosion, lightning, earthquake, windstorm, hail, water, flood or acts of the public enemy or any government authority, or for any hazard insurable under standard physical damage insurance policies.
- Loss of use, loss of time, lost profits or savings, inconvenience, commercial loss, or other incidental or consequential damages or loss that results from a Breakdown.

- Any liability, cost or damages You incur or may incur to any third parties other than for Administrator or Service Contract Provider approved repair or replacement of Covered Parts which caused a Mechanical Breakdown.
- Any liability for damage to property, or for injury to or death of any person arising out of the operation, maintenance or use of Your Vehicle whether or not related to a Breakdown.
- Any cost covered by a repairer's or supplier's guarantee, or any cost which would be covered by a manufacturer's warranty, or that the manufacturer has announced its responsibility through any means including public recalls or factory service bulletins.
- Any part not covered by, or excluded by the original Vehicle manufacturer's warranty, whether or not the manufacturer remains a viable entity.
- A Breakdown not occurring in the United States or Canada.
- Any pre-existing condition prior to **Contract Purchase Date**. (This does not apply for residents of Arizona; For Georgia residents see Special State Requirements / Disclosures)

**ROADSIDE COVERAGE – If you require Roadside Assistance You must call 1-866-914-7697**

You will be protected by ROADSIDE ASSISTANCE for the full term of this Contract. Roadside benefits include: Towing, Flat Tire Changes (Using Your inflated spare), Jump Starts, Vehicle Fluid Delivery, Lockout Service, and Concierge Service (courtesy phone assistance with up to 3 calls). You are responsible for the costs of Fluids and/or Key Cutting/Replacement only. All services are available 24 hours a day, 365 days a year and are provided on a "Sign and Drive" basis. The maximum benefit for any one occurrence is one hundred dollars (\$100). **For any Roadside Service You MUST call the below number.** ONLY ROAD SERVICES PROVIDED THROUGH OUR TOLLFREE NUMBER WILL BE HONORED AND ONLY NON-ACCIDENT RELATED INCIDENTS ARE COVERED.

For 24-hour Roadside Assistance call 1-866-914-7697 and a service vehicle will be dispatched for Your assistance. Please be with Your vehicle when the service provider arrives as they cannot service an unattended vehicle by law.

**CAR RENTAL DISCOUNT PROGRAM:** You can enjoy and save with special rates when renting a vehicle from participating car rental companies. Call the toll-free numbers listed below next to the rental company of Your choice to make Your reservations. Be sure to mention the appropriate Discount I.D. Number when making Your reservations and to receive discount information. Some discounts cannot be combined with other promotions. The Discount I.D. Number is subject to change. For information on this discount program please contact 1-866-914-7697.

Company	Toll-Free #	Discount I.D. #
Avis	1-800-331-1212	G728200
Alamo Rent-A-Car	1-800-354-2322	BY93459

Company	Toll-Free #	Discount I.D. #
Budget Rent-A-Car	1-800-527-0700	Z863800
Dollar Rent-A-Car	1-800-331-3550	TB1800
Hertz Rent-A-Car	1-800-654-2200	1844856
Thrifty Car Rental	1-800-331-3550	0010227199
Enterprise Rent-A-Car	1-800-736-8222	ERMx7

**TRAVEL DISCOUNT PROGRAM:** To receive the Discount Program rate, reservations must be made in advance via the Internet or our toll-free phone number and using program ID# **1000007012** must be mentioned at time of reservation to ensure the proper rate is quoted. This Discount Program is available at Our Hotel Group brands listed below. The Discount I.D. Number is subject to change. For information on this discount program please contact 1-866-914-7697.

Hotel Brand	Toll-Free #	Web Site
Amerihost	1-800-434-5800	www.amerihostinn.com
Days Inn	1-800-DAYS INN	www.daysinn.com
Howard Johnson	1-800-I-GO-HOJO	www.hojo.com
Knights Inn	1-800-843-5644	www.knightsinn.com
Ramada	1-800-2-RAMADA	www.ramada.com
Super 8 Motels	1-800-800-8000	www.super8.com
Travelodge	1-800-578-7878	www.travelodge.com
Wingate	1-800-228-1000	www.wingateinns.com

### **HOW THIS CONTRACT MAY BE TRANSFERRED**

This Contract is subject to transfer, reassignment or sale. It is Your responsibility to notify Us in the event this Contract has been transferred to a subsequent owner stating the name, address and telephone number of the purchaser.

This provision is only available if You are the original Contract purchaser. Your rights and duties under this Contract may only be assigned if You sell Your Vehicle directly to another individual (excluding dealer trade-ins) and We receive

Your written notification, as noted above, within thirty (30) days from the date of sale to the subsequent owner and upon payment to Us of a fifty dollar (\$50) transfer fee, unless contrary to state law, insurance subrogation is waived by all parties (For Florida residents only, the transfer fee is forty dollars (\$40)). For Contracts sold as New Coverage, there may be certain criteria required by Your manufacturer (including transfer of the powertrain coverage) in order for the powertrain coverage to remain in effect and in order for the transfer to be considered valid. Contracts purchased on a payment plan must be paid in full or payment obligations assigned to new Vehicle owner prior to transfer. Confirmation of the transfer acceptance by Us is required before coverage for the new owner is effective.

The coverage provided by this Contract cannot be renewed. This Contract is only available at the point of sale if You are the first retail purchaser on this Contract, or if verification of the transfer of the vehicle's manufacturer's powertrain warranty is attached. Otherwise this Contract IS NOT transferable to any subsequent purchaser.

### **HOW THIS CONTRACT MAY BE CANCELLED INCLUDING REFUNDS AND CHARGES**

We reserve the right to cancel this Contract and will not pay for a Mechanical Breakdown if:

- There is a material misrepresentation or fraud at the time of sale of this Contract.
- Your odometer fails, or for any reason does not record the actual mileage of Your Vehicle after purchase date and You do not have it fixed and the mileage certified within thirty (30) days of the failure date. (This provision does not apply to Nevada or Utah residents. See Your state specific cancellation language.)
- Your Vehicle meets any of the conditions listed in the "Exclusions" Section as outlined above. (This provision does not apply to Nevada residents. See Nevada specific cancellation language.)

If this Contract was financed or purchased on a payment plan (by a funding company) the Finance Company or Funding Company shall be entitled to any refunds resulting from cancellation of this Contract for repossession of Your Vehicle, total loss of Your Vehicle or cancellation prior to balance being paid in full. Failure to make monthly payments in a timely manner may result in cancellation of this Contract and no refund will be due.

You may cancel this Contract by surrendering Your copy of this Contract with written notice to the Seller or Us. In the event this Contract is cancelled by You or Us, we will keep a prorated amount of the Contract price based on the greater of days in force or miles driven compared to the total time and mileage of Your Contract term, plus a cancellation fee, if applicable.

You are entitled to a full refund if You contact and provide written notice of cancellation within the first thirty (30) days after the purchase date, and if You have not filed a claim against the Contract. If the Contract was mailed to You, then You have thirty (30) days from the date the Contract was mailed and no claim has been filed against the Contract to receive a full refund. If this Contract was



included in the financing of the Vehicle, any refund shall be paid to the lien holder, on Your behalf, and the refund will be deducted from Your balance owed.

**CANCELLATION** may be requested by a lienholder in the event of non-payment. The refund amount will be calculated in accordance with the provisions stated in this Contract.

**CANCELLATION FEE:** The cancellation fee is fifty dollars (\$50). If you are a resident of **Alabama**, the cancellation fee is twenty five dollars (\$25). If you are a resident of **Florida**, the cancellation fee is forty dollars (\$40). There are no cancellation fees for residents of **District of Columbia, Georgia, New Hampshire, and Missouri**.

- **For Arizona residents:** This Contract cannot be cancelled or voided by EFG or it's representatives for the following reasons including, but not limited to: (i) pre-existing conditions; (ii) prior use or unlawful acts relating to the product; (iii) misrepresentation by either EFG or and associated subcontractors; and (iv) ineligibility for the program, including grey market, high performance and GM diesel autos.
- **For Alabama residents:** If the Vehicle Service Contract is cancelled within ten (10) days of Your purchase of this Contract (the initial period) and no claims have been made under the Contract, the amount of the refund shall be equal to the full amount paid for this Contract. After the initial period, or if a claim has been made under this Contract, the amount of the refund shall be a pro-rata share of the selling price of the Contract as determined above.
- **Arkansas and Idaho residents only:** If the Vehicle Service Contract is cancelled within thirty (30) days of Your purchase of this Contract (the Initial Period) and no claims have been made under the Contract, the amount of the refund shall be equal to the full amount paid for this Contract. After the initial period, or if a claim has been made under this Contract, the amount of the refund shall be a pro-rata share of the selling price of the Contract as determined above.
- **For Connecticut residents:** You have the right to cancel if Your Vehicle is returned, sold, lost, destroyed, or stolen.
- **For District of Columbia residents:** If We cancel this Contract after the first sixty (60) days, We will mail to You written notice of cancellation at least thirty (30) days before the cancellation date.
- **For Florida residents:** If this Contract is cancelled by Us, the return of premium must not be less than 100% of the paid unearned pro-rata premium. The lienholder will be named on the refund check when financing has been provided for the Service Contract premium. You may cancel this Contract by surrendering Your copy of this Contract with written notice to Us. In the event this Contract is canceled by You during the first 60 days from the Effective Date, the entire premium will be refunded less any claims paid on the Contract and less an acquisition charge up to 5% of the gross premium paid. If cancellation is requested after the first 60 days, refund will be based upon the lesser of months or mileage remaining, relative to the original agreement, and calculated on a pro rata basis. Return of premium will not be less than 90% of the paid unearned pro rata premium.
- **For Georgia residents:** Cancellation shall be in accordance with O.C.G.A. 33-24-44. We may only cancel this Contract for fraud or material misrepresentation or for non-payment. Notice of cancellation will be 10 days for non-payment and 31 days for other

reasons. The lender must hold a power of attorney in order to cancel the contract due to the default of the contract holder in his or her obligation to such lender.

- **For Illinois residents:** If You elect to cancel this Contract, the Service Contract Provider may retain a cancellation fee not to exceed the lesser of 10% of the Service Contract Price or fifty dollars (\$50).
- **For Louisiana residents:** In calculating any refund, no deduction will be made for any claims that have been paid under the Contract.
- **For Minnesota residents only:** We may only cancel this Contract if there is material misrepresentation or fraud only if such misrepresentation or fraud occurs in the submission of a claim.
- **For Missouri residents:** A ten percent penalty per month shall be added to a refund that is not paid within thirty days for return of the Contract to the Provider.
- **For Nevada residents:** Cancellations will be administered in accordance with NAC 690C.120. If We cancel this Contract, the cancellation does not become effective until at least 15 days after the notice of cancellation is mailed to the Contract Holder. We will refund the purchase price of the contract within 45 days after the contract has been returned to Us. A 10 percent penalty will be added to Your refund for each 30-day period that the refund remains unpaid. No cancellation fee will be charged to the Contract Holder if this Contract is cancelled by Us. Should Your contract be cancelled due to lack of payment in a timely manner then Your Contract will be cancelled and a refund will be issued in accordance with NAC 690C.120(1).
- **For New York residents:** If the Vehicle Service Contract is cancelled within ten (10) days of Your purchase of this Contract (the initial period) and no claims have been made under the Contract, the amount of the refund shall be equal to the full amount paid for this Contract. After the initial period, or if a claim has been made under this Contract, the amount of the refund shall be a pro-rata share of the selling price of the Contract as determined above. A ten percent penalty per month shall be added to a refund that is not made with thirty (30) days of return of the Contract to the Seller.
- **For North Carolina residents:** The Consumer can cancel at any time after purchase and receive a pro-rata refund less any claims paid on the Service Contract and a reasonable administrative fee, not to exceed ten percent (10%) of the amount of the pro-rata refund.
- **For Oklahoma residents:** The following statement replaces that in the contract cancellation section: You are entitled to a full refund in the event You cancel the Contract within the first thirty (30) days. In the event the Contract is cancelled by You after the first thirty (30) days return of premium shall be based upon one hundred percent (100%) of the unearned pro-rata premium. We may retain a cancellation fee not to exceed the lesser of ten percent (10%) of the unearned pro-rata premium or fifty dollars (\$50). In the event the Contract is cancelled by Us, return of premium shall be based upon one hundred percent (100%) of unearned pro-rata premium.
- **For South Carolina residents:** A ten percent penalty per month shall be added to a refund that is not paid or credited within forty-five days after return of the Service Contract to the provider.
- **For Texas residents:** A ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within forty-five (45) days after return of the Service Contract to Us.

- **For Utah residents:** This Contract may only be cancelled by Us on grounds of (1) material misrepresentation and (2) substantial breaches of contractual duties, conditions, or warranties. In general, if We cancel this Contract, We will mail to You written notice of cancellation at least thirty (30) days before the cancellation date. However, if We cancel this Contract within the first sixty (60) days after the Contract purchase date or if We cancel this Contract because You have defaulted in Your obligation to repay the amount financed by the lienholder, We will mail to You written notice of cancellation at least ten (10) days before the cancellation date.
- **For Vermont residents:** We may only cancel this Contract for fraud or material misrepresentation affecting the policy or the presentation of a claim there under, or violation of any of the terms or conditions of the policy. If the Vehicle Service Contract is cancelled within thirty (30) days of Your purchase of this Contract (the initial period) and no claims have been made under the Contract, the amount of the refund shall be equal to the full amount paid for this Contract. After the initial period, or if a claim has been made under this Contract, the amount of the refund shall be a pro-rata share of the selling price of the Contract as determined above. If We cancel this Contract, We will give You a written forty-five (45) day notice by certified mail, of cancellation fifteen (15) day notice for non-payment of premium, along with the reason.
- **For Wyoming residents:** You may return the Service Contract within twenty (20) days of the date the Service Contract was mailed to You. Upon return of the Service Contract to Us within the applicable time period, if no claim has been made under the Service Contract prior to its return to Us, the Service Contract is void and We shall refund You, or the lien holder, with the full purchase price of the Service Contract. The right to void the Service Contract is not transferable and shall apply only to the original Service Contract purchaser, and only if no claim has been made prior to its return to Us. A ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within forty-five (45) days after return of the Service Contract to Us. We will mail a written notice to You at Your last known address at least ten (10) days prior to cancellation by Us. Prior notice is not required if the reason for cancellation is non-payment of the provider fee, a material misrepresentation by You to Us or a substantial breach of duties by You relating to the covered product or its use. The notice will state the effective date of the cancellation and the reason for the cancellation.

## **SPECIAL STATE REQUIREMENTS / DISCLOSURES**

**THE STATE REQUIREMENTS LISTED BELOW CORRESPOND AND APPLY TO THE STATE IN WHICH YOU PURCHASED YOUR VEHICLE SERVICE CONTRACT.**

- **For Connecticut residents:** In home service is not provided. If the Service Contract is less than one year, the coverage will be automatically extended while the product is being repaired when the Service Contract expires. Under Regulations of Connecticut State Agencies § 42-260-3, We are required to make reasonable efforts with You to resolve disputes regarding this Agreement. If EFG and You cannot reach an agreement, You may file a written complaint with the State of Connecticut Insurance Department, P.O. Box 816, Hartford, CT 06142-0816, Attn: Consumer Affairs.
- **For Florida residents:** The rate charged for the service agreement is not subject to regulation by the Florida Office of Insurance Regulation.

- **For Georgia residents:** Exclusions include (1) A Breakdown caused by or involving modifications to Your Vehicle made by You or with Your knowledge that are not performed or recommended by the manufacturer and (2) Any pre-existing condition known to You.
- **For Idaho residents:** Coverage afforded under this Vehicle Service Contract is not guaranteed by the Idaho Insurance Guarantee Association.
- **For Illinois residents:** In the event covered service is not provided by the Service Contract Provider within 60 days of proof of loss by the Service Contract Holder, the Service Contract Holder may file directly with the Service Contract reimbursement insurance company.
- **For Indiana residents:** Your proof of payment to Us for this Contract shall be considered proof of payment to the Insurance Company which guarantees Our obligations to You.
- **For Iowa residents:** This Contract is subject to rules administered by the Iowa Insurance Division at 515-281-5705. Written inquiries or complaints should be mailed to the following address: 330 E. Maple Street, Des Moines, IA 50319. If You make a direct claim against the insurance company include a copy of Your Contract and Your paid repair order.
- **For Maryland residents:** In the event a covered service is not provided by Us within 60 days of proof of loss by the Service Contract Holder, the Service Contract Holder may file directly with the Service Contract reimbursement insurance company.
- **For Minnesota residents:** (1) If the used motor vehicle has less than 36,000 miles, the warranty must remain in effect for at least 60 days or 2,500 miles whichever comes first. (2) If the used motor vehicle has 36,000 miles or more but less than 75,000 miles, the warranty must remain in effect for at least 30 days or 1,000 miles, whichever comes first. All coverage provided for Your vehicle under this motor vehicle Service Contract shall exclude coverage currently in force under any express warranty providing the same coverage vehicle as outlined above.
- **For Mississippi residents:** For claims authorization and approvals call 877-838-3322, during normal business hours. If the Administrator's or Service Contract Provider's offices are closed, and a covered emergency repair must be performed, then have the repair facility contact 877-838-3322 and leave a voice mail message on the claims line. After repairs are complete, forward all appropriate paperwork to Enterprise Financial Group, Inc. for reimbursement. If any repairs are completed during normal business hours, authorization must be given prior to repairs being performed.
- **For Missouri residents:** In the event that this Contract is not financed, any refund issued as a result of cancellation of this Contract should be sent to You directly. The provider of the Service Contract shall mail a written notice to the Contract Holder within fifteen days of the date of termination.
- **For Nebraska residents:** The obligations of the Obligor to You are guaranteed under a reimbursement insurance policy issued by American Bankers Insurance Company. Upon failure of the Obligor to pay any claim after proof of loss has been filed with the Obligor, You shall be entitled to make a direct claim against the following insurer: American Bankers Insurance Company of Florida 11222 Quail Roost Drive, Miami, FL 33157, (866) 306-6694.

- **For New Hampshire residents:** Your benefits and the Our obligation to perform under this Contract are insured by an insurance policy with American Bankers Insurance Company of Florida 11222 Quail Roost Drive, Miami, FL 33157, (866) 306-6694. If the benefits as described are not provided within 60 days after You provide proof of loss covered by this Contract, then You may make a direct claim against American Bankers Insurance Company of Florida. In the event that You do not receive satisfaction under this Contract, You may contact the New Hampshire Insurance Department, 21 South Fruit Street, Suit 14, Concord, NH 03301, 603-271-2261.
- **For Oklahoma residents:** This service warranty is not issued by the manufacturer or wholesale company marketing the product. This warranty will not be honored by such manufacturer or wholesale company. Oklahoma does not review commercial service warranty contract language (only personal). Coverage afforded under this Contract is not guaranteed by the Oklahoma Insurance Guaranty Association.
- **For Oregon residents:** Subject to ORS 36.600-36.740, If claim settlement cannot be reached, the parties may elect arbitration by mutual agreement at the time of the dispute after the claimant has exhausted all internal appeals and can be binding by consent of the insured person. Arbitration takes place under the laws of the State of Oregon and is held in the insured's county or any other county in this state agreed to by both parties.
- **For South Carolina residents:** In the event covered service is not provided by the Service Contract Provider within sixty days of proof of loss by the Service Contract Holder, the Contract Holder is entitled to apply directly to the reimbursement insurance company. Should You have a disputed claim, You may contact the South Carolina Department of Insurance, Capitol Center, 1201 Main Street, Ste. 1000. Columbia, South Carolina 29201 or 800-768-3467.
- **For Texas residents:** Unresolved complaints may be directed to the Texas Department of Licensing and Regulation, P. O. Box 12157, Austin, TX 78711, 512-463-2906 or 800-803-9202.
- **For Utah residents:** Failure to give any notice or file any proof of loss required by the policy within the time specified in the policy does not invalidate a claim made by the insured, if the insured shows 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 filed as soon as reasonably possible. Coverage afforded under this Vehicle Service Contract is not guaranteed by the Property and Casualty Guarantee Association. Obligations of the Provider under this Service Contract are guaranteed under a Service Contract reimbursement insurance policy. Should the Provider fail to pay or provide service on any claim within sixty (60) days after proof of loss has been filed, the Contract Holder is entitled to make a claim directly against the Insurance Company. This Service Contract or warranty is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department. Utah residents have the option purchasing this Vehicle Service Contract by paying in full at the time of purchase, financing the cost with the Vehicle, or utilizing an outside financing source.

## **TRANSFER / CANCELLATION APPLICATION**

To transfer / cancel this Contract, complete the following and mail a photocopy of the front of this Contract to: VSC TRANSFER DEPARTMENT • P.O. BOX 167907 • IRVING, TEXAS 75016

Please mark one of the following:      TRANSFER      CANCELLATION

**Please transfer / cancel the remainder of the Contract. I am transferring / canceling this Contract in accordance with the provisions stated in the Contract. In order to transfer, I am enclosing with this application a fifty dollar (\$50) check or money order made payable to EFG (For Florida residents only, the transfer fee is \$40). I understand that if this Contract has been financed through a payment plan and there is an outstanding balance owed, that the balance must be paid to keep this Contract in force. If I still choose to transfer this Contract, I will contact the payment plan company and transfer the payment plan account obligations to the new owner of the Vehicle identified in the application below.**

**Name of New Owner** \_\_\_\_\_

**Address** \_\_\_\_\_

**City, State, Zip** \_\_\_\_\_

**Date of Transfer/Cancellation** \_\_\_\_\_

**Odometer Mileage at Date of Transfer/Cancellation** \_\_\_\_\_

**Verification that the Vehicle has been maintained as required by this Contract must be supplied by Original Contract Holder to Vehicle purchaser. Application must be received within 30 days of the transfer / cancellation date. Transfer will be considered to be valid when Vehicle purchaser receives confirmation letter from Administrator or Service Contract Provider.**

\_\_\_\_\_  
Signature of Vehicle Purchaser (if transferring)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Original Contract Holder (if transferring)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of contract holder or lienholder (if cancelling)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Phone

\_\_\_\_\_  
Signature of authorized representative of Seller (if cancelling)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

## **EFG Companies PRIVACY POLICY**

The trust of our customers is EFG Companies ("EFG") most valuable asset. EFG safeguards that trust by keeping non-public personal information about customers in a secure environment and using that information in accordance with this Privacy Policy.

Below is EFG's privacy pledge to our customers:

### ***Information We May Collect***

EFG may collect non-public personal information about you from the following sources:

- Information we receive from you (or is provided to us on your behalf) on applications and other forms, such as your name, address, telephone number, employer, and income;
- Information about your transactions with the companies of EFG or other non-affiliated parties, such as your name, address, telephone number, age, insurance coverage, transaction history, claims history and premiums;
- Information you provide to us on applications or from health care providers, such as doctors and hospitals, to determine your past or present health condition. Health information will be collected as we deem appropriate to determine eligibility for coverage, to process claims, to prevent fraud, and as authorized by you, or as otherwise permitted or required by law.

### ***Information We May Disclose and To Whom We May Disclose Information***

The non-public personal information EFG may collect as described above may be disclosed in order to deliver products and services to you, provide customer service or administer your account.

### ***Disclosures Permitted by Law***

EFG may disclose all of the non-public personal information described above, as permitted by law. For example, we may use affiliated and non-affiliated parties to perform services for us, such as providing customer assistance, handling claims, protection against fraud and maintaining software for us. We also may disclose information in response to requests from law enforcement agencies or State insurance authorities.

### ***Information Regarding Former Customers***

EFG does not disclose non-public personal information about former customers or customers with inactive accounts, except in accordance with this Privacy Policy.

### ***Our Security Procedures***

EFG restricts access to non-public personal information about you to those employees whom we determine have a legitimate business purpose to access such information in connection with the provision of products or services to you. We employ security techniques designed to protect our customer data. We provide training and communications programs designed to educate employees about the meaning and requirements of our strict standards for data security and confidentiality.

# POWERTRAIN PLAN ADDENDUM

This Addendum is entered into by and between Enterprise Financial Group, Inc. and **You**. This Addendum is incorporated into the above referenced Service Contract as of the Contract Purchase Date of the Service Contract and as long as the Service Contract remains in effect between the parties.

**Your Service Contract aggregate Limit of Liability provisions as stated in the section *Other Important Contract Provisions* have been amended to the following.**

*For Powertrain Choice the total aggregate liability for all claims paid or payable during the term of this contract shall not exceed a total dollar amount of \$10,000.00.*

**ALL OTHER TERMS AND PROVISIONS OF YOUR SERVICE CONTRACT WILL REMAIN IN FULL FORCE AND EFFECT.**

**THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK**

*Administered by:*

**Enterprise Financial Group, Inc. (EFG)**

P.O. Box 167907, Irving, TX 75016, (877) 838-3322