

twenty-one (21) days prior to the effective date of the cancellation. The notice shall state the effective date and the reason for cancellation. 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 **Agreement**. If cancelled, the **Agreement** will not be reinstated. ARBITRATION section is amended to add the following: The Insurance Commissioner of Washington is the Service Provider's attorney to receive service of process in any action, suit or proceeding in any court, and the state of Washington has jurisdiction of any civil action in connection with this **Agreement**. Arbitration proceedings shall be held at a location in closest proximity to the service **Agreement** holder's permanent residence. **You** may file a direct claim with the insurance company at any time. **Our** obligations under this **Agreement** are insured under insurance policy number AKMC-WA issued by Lyndon Southern Insurance Company, 10751 Deerwood Park Blvd., Ste. 200, Jacksonville, FL 32256, Tel: (800) 888-2738. In the event **We** fail to pay an authorized claim within sixty (60) days after proof of loss has been filed, **You** may file a direct claim with Lyndon Southern Insurance Company. To do so, please call the following toll-free number for instructions: (800) 888-2738. On page 5 is amended to read as follows:

2. WHEN REPAIRS ARE PERFORMED WITHOUT THE ADMINISTRATOR'S PRIOR AUTHORIZATION. THIS EXCLUSION DOES NOT APPLY TO EMERGENCY REPAIRS.

Washington Residents Only: By initialing this box, **You** acknowledge **You** have reviewed with the **Selling Dealer** the sections of this **Agreement** titled: COVERAGE, OPTIONAL COVERAGES, YOUR RESPONSIBILITIES, TERMS AND CONDITIONS, EXCLUSIONS, CANCELLATION and TRANSFER. The implied warranty of merchantability on the **Vehicle** is not waived if this **Agreement** has been Purchased within ninety (90) days of the sale of the **Vehicle** from the **Selling Dealer**.

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

CANCELLATION section is deleted in its entirety and replaced with the following: **You** may cancel this **Agreement** by submitting a written request to the **Dealer/Seller** containing a copy of **Your Agreement** and the current mileage on **Your** vehicle. During the first thirty (30) days from the **Agreement** Purchase Date, **We** or the **Dealer/Seller** will refund **You** one hundred percent (100%) of the **Agreement** Purchase Price, less any claims paid on **Your Agreement**. After the first thirty (30) days from **Agreement** Purchase Date, **We** or the **Dealer/Seller** will refund **You** a pro-rated amount of the **Agreement** Purchase Price, based on the lesser of the months or miles remaining, less a cancellation fee not to exceed the lesser of ten percent (10%) of the **Agreement** Purchase Price or fifty dollars (\$50). If **You** are the original **Agreement** holder and **You** cancel this **Agreement** within thirty (30) days of the original **Agreement** Purchase Date, **We**, shall pay a ten percent (10%) per month penalty of the refund amount outstanding which **We** shall add to the amount of the refund that is not made within forty-five (45) days of return of this **Agreement** to **Us**. **You** may cancel this **Agreement** at any time in the event of total loss of property covered by this **Agreement** that is not covered by a replacement of the property pursuant to the terms of the **Agreement**. **We** or the **Dealer/Seller** will refund **You** a pro-rated amount of the **Agreement** Purchase Price less any claims paid on **Your Agreement**. **We** may cancel this **Agreement** for material misrepresentation or fraud at time of sale, substantial breach of duties by the **Agreement** holder relating to **Agreement** coverage, or non-payment of **Agreement** Purchase Price. If **We** cancel this **Agreement**, **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 the cancellation. If **We** cancel this **Agreement**, **We** or the **Dealer/Seller** will refund **You** one hundred percent (100%) of the **Agreement** Purchase Price, less any claims paid on **Your Agreement**. ARBITRATION does not apply in Wisconsin.

WEST VIRGINIA: The cancellation fee does not apply in West Virginia. ARBITRATION section is amended as follows: If both parties agree to arbitrate, each party will select an arbitrator. The two arbitrators will select a third arbitrator. If they cannot agree upon the selection of a third arbitrator within thirty (30) days, both parties must request that selection of a third arbitrator be made by a judge or court having jurisdiction. Local rules of law as to procedure and evidence will apply. Payment of the arbitrator's fee shall be made by **Us**. Coverage is assumed to exist. If coverage is not found, each party will:

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

WYOMING: The CANCELLATION section is amended to read as follows: If **You** are the original **Agreement Holder** and **You** cancel this **Agreement** within sixty (60) days of the original **Agreement** Purchase 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 **Agreement** to **Us**. If **We** cancel this **Agreement**, **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 **Agreement** Purchase Price, a material misrepresentation by **You** to the provider; or a substantial breach of duties by **You** relating to the covered product or its use. ARBITRATION does not apply in Wyoming.

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