



SUPERIOR PROTECTION PLAN

OWNERS NAME ADDRESS CITY STATE ZIP PHONE OWNER'S EMAIL DEALER'S NAME SALESPERSON'S NAME DEALER'S PHONE NUMBER

DATE OF VEHICLE PURCHASE VIN # YEAR MAKE MODEL CURRENT ODOMETER READING VEHICLE PURCHASE PRICE SERVICE CONTRACT PURCHASE PRICE LIEN HOLDER

DURATION OF CONTRACT 3 months/4,500 miles 3 months/unlimited 6 months/7,500 miles 12 months/15,000 miles 24 months/30,000 miles 36 months/40,000 miles

COVERED COMPONENTS

ENGINE- Lubricated parts contained within the engine block; cylinder heads; intake manifold; pistons; piston rings; wrist pins; connecting rods and bearings; crank-shaft and bearings; camshaft and bearings; timing chain, guides, tensioner and gears; valve covers; rocker arms/shafts and bushings; intake/exhaust valves and valve springs, seats, guides, push rods and hydraulic lifters; oil pump; oil pan; serpentine belt tensioner; and fly wheel. Engine block only if damaged by a covered component internal to the engine block. Timing belt, fuel injectors, turbo chargers, supercharger, EGR cooler and oil cooler are not covered.

AUTOMATIC TRANSMISSION/TRANSFER CASE

Lubricated parts contained within the transmission or transfer case housing; torque converter; bands; pump; pump housing; carrier assembly; planetary gears; chain; drums; reaction shaft; governor; valve body; and servo assemblies. Transmission/transfer case only if damaged by a covered component internal to the transmission/transfer case housing.

DRIVE AXLE ASSEMBLY Lubricated parts contained within the front and rear drive axle housing; pinion bearings; wheel bearings; side carrier bearings; ring and pinion; side gears; spider gears and case; drive shaft; universal joints; constant velocity joints; and 4x4 hubs. Front or rear drive axle housing only if damaged by a lubricated part contained within the drive axle housing.

BRAKE COMPONENTS Master cylinder; wheel cylinders; calipers; ABS hydraulic components; ABS speed sensors; and ABS control module. Drums, rotors, pads, linings, hoses, lining and wiring are not covered.

LABOR The authorized time for a repair will be based on the ProDemand labor guide. The hourly labor rate will be the repair facility's rate up to \$50.00 per hour. Should your repair facility's rate exceed this amount, you are responsible for the difference.

SEALS & GASKETS Seals and gaskets are covered only when required in conjunction with the replacement of a covered component. Additionally, cylinder head gaskets are covered for combustion and coolant leaks. Intake manifold gaskets are covered or coolant leaks only Oil/vacuum leaks are not covered.

SUSPENSION Ball joints; leaf, air and coil springs only if broken

STEERING COMPONENTS Power steering pump/motor; gear box; rack and pinion; and high pressure lines. Steering box, rack and pump housing only if damaged by a lubricated part to that internal component.

ENGINE COOLING SYSTEM Electric cooling fan motor; water pump; fan clutch; and thermostat

MANUAL TRANSMISSION/TRANSFER CASE

Lubricated parts contained within the transmission or transfer case housing; main shaft; counter shaft; all gears; chain; input shaft; hub assemblies; synchronizers; shift rails; shift fork; and internal transmission bearings. Transmission/transfer case only if damaged by a covered component internal to the transmission/transfer case housing. A manual clutch and related components are not covered.

TOWING Should the covered vehicle need to be towed, we will reimburse up to a maximum of \$50.00, if proof of towing is provided with an authorized claim.

ELECTRICAL COMPONENTS Starter motor; alternator; voltage regulator; and front and rear window wiper motor.

RENTAL BENEFITS The Service Contract Holder will be reimbursed \$50.00 for each eight hours of ProDemand labor guide time to repair or replace the covered component with the maximum benefit of \$150.00 per claim, if proof of rental is provided. Down time, regardless or reason, is not included.

COVERAGE LIMITED TO ABOVE COMPONENTS. SEE REVERSE SIDE FOR TERMS AND CONDITIONS

ACCEPTANCE TO TERMS

I have read, understand and agree to the Covered Components and Terms and Conditions as stated on the front and reverse side of this Service Contract Application. This Service Contract does NOT go into effect until: (1) this application is received by Preferred Automotive Protection Group, LLC, ("PAPG"), (2) with proper payment, and (3) approved by PAPG, which may be different than my date of vehicle purchase. I certify the information above is true and correct, and I will contact PAPG if I have not received a PAPG I.D. card within 15 days. Your contract number will be the last 8 characters of the vehicles VIN number. I understand I am responsible for a \$50.00 deductible per claim. I acknowledge receipt of my copy of this Service Contract.

OWNER'S ACCEPTANCE TO TERMS

DATE

# TERMS AND CONDITIONS

## 1. COMPONENTS AND EXPENSES NOT COVERED

- a. Components not listed regardless of failure
- b. **Component failures occurring before** Preferred Automotive Protection Group, LLC. ("PAPG") **approves** this Service Contract application are **NOT** covered. PAPG does **NOT** warrant the vehicle at the time of purchase
- c. **Any repair done without prior authorization from PAPG.**
- d. Vehicles modified or altered from the original manufacturer's specifications, including but not limited to the following modifications: frame, suspension or body lift kits, wheels/tires(not to OEM specifications), emission system, exhaust system, engine, transmission and drive axle, regardless of when modifications or alterations were performed.
- e. Diagnostic and tear-down charges.
- f. Damage/failure to a covered component **caused by** a NON-covered component.
- g. Repairs performed due to improper diagnosis.
- h. Fluids, Freon and filters, except as previously stated.
- i. Damage resulting from any previous improper repair.
- j. Parts and labor needed to maintain Your vehicle (oil, filters, etc.).
- k. Parts of the vehicle subject to regular maintenance (belts, hoses, etc.).
- l. Damage from flood, fire and/or accident, regardless of cause.
- m. Damage from conditions of the environment, including rust and corrosion.
- n. Damage from altering, misusing or tampering with the vehicle, making improper adjustments or using improper fuels or fluids.
- o. **Damage resulting from failure to maintain Your vehicle according to Your manufacturer's maintenance requirements.**
- p. Damage/failure caused by sludge or water ingestion.
- q. Fluid leaks and damage caused by fluid leaks.
- r. Taxes and NON-covered repair facility charges.

## 2. PROVISIONS OF THE SERVICE CONTRACT:

- a. The Service Contract is between the Service Contract Holder as identified on the contract (You) and Administrator/Obligor (PAPG). The Service Contract is administered by Preferred Automotive Protection Group, LLC. PO Box 639. Washington, MI 48094-0639.
- b. You are responsible to contact PAGR should you not receive a PAPG ID card within 15 days of the purchase of the Service Contract.
- c. **This Service Contract does NOT go into effect until:** (1) this application is **received** by Preferred Automotive Protection Group, LLC. ("PAPG") (2) with **proper payment**, and (3) **approved by PAPG**, which **may be different** than Your date of vehicle purchase. This Service Contract will last for the time period or mileage indicated, whichever occurs first, so long as You own the vehicle.
- d. Total cumulative benefits under the Service Contract will not exceed the NADA Clean Loan value at the date of the Service Contract acceptance (effective date), or the purchase price, whichever is less.
- e. PAPG reserves the right to reject or cancel any application of Service Contract for cause as determined by PAPG.
- f. Your odometer **MUST** display and function at all times. An inoperative cluster, odometer, and/or odometer display, voids the Service Contract without refund.
- g. Altered or modified vehicles are not covered and shall void the Service Contract.
- h. You are responsible for properly maintaining the vehicle in accordance with manufacturer's specifications and to protect against further damage caused by continued operation or damage from overheating.
- i. Coverage is limited to the repair or replacement of any covered component found to be defective beyond manufacturer's specifications, including failures resulting from normal wear and tear.
- j. The failure must occur while the Service Contract is in effect and the claim must be opened during PAPG's normal business hours: Monday thru Friday 9:00 a.m. to 5:00 p.m.
- k. PAPG will arrange for payment of the amount of the authorized repair, less related charges not covered by the Service Contract, less the agreed upon deductible based on Contract Level.
  - o Power Train has deductible of \$100.00
  - o Superior has deductible of \$150.00
  - o Supreme has deductible of \$200.00
- l. You must provide Your contract number when contacting PAPG.
- m. PAPG will not be responsible for any time lost, any inconvenience caused by the loss of use of Your vehicle, the quality of the repair by the repair facility or for any other incidental or consequential damages You may have.
- n. PAPG does not allow any third party to create any obligation or liability in connection with the Service Contract.
- o. The selling dealer is NOT an agent of PAPG.

- p. You may have additional state-specific rights. See attached State Disclosures.
- q. This Service Contract shall be interpreted and subject to the laws of the state where the sale of the vehicle took place regardless of where a claim or mechanical failure occurs or where You reside.
- r. Venues for all disputes shall be in the state in which the Service Contract was sold.
- s. You must retain all vehicle maintenance/repair records for review by PAPG.
- t. Coverage is superseded by any manufacturer's warranty, TSB/factory bulletin, recall or warranty on a previous repair.
- u. PAPG reserves the right to cancel the Service Contract if there has been a material misrepresentation or fraud on Your part or on Your behalf. In this instance, no refund shall be issued.

## 3. SERVICE CONTRACT CLAIM PROCEDURES:

- a. Your vehicle must be at a repair facility, within the continental United States, open to the public during normal business hours and capable to: perform tear-down to the point of component failure, determine the cause and extent of damage, and rebuild the component if PAPG deems necessary. The vehicle must remain at the repair facility until repairs are complete. PAPG reserves the right to have the repairs performed at a location other than the one You have selected.
- b. **The repair facility MUST call PAPG at \*\*\*.\*\*\*.\*\*\*\* to open a claim BEFORE any repairs have begun.**
- c. A **proper diagnosis** shall include **tear-down to the point of component failure**, performed by the repair facility, to determine the cause of failure and the extent of damage and **You are responsible for all charges.**
- d. PAPG has the right to inspect the vehicle. If not disassembled to show the cause of failure and the extent of damage, You will be responsible for all re-inspection costs.
- e. The repair facility **MUST** provide PAPG with an estimate and obtain an authorization number **BEFORE** any repairs have begun.
- f. **PAPG has the option to select and/or supply used, rebuilt or aftermarket components when authorizing repairs.**
- g. If it is determined a covered component has failed and an estimate for the repairs is approved by PAPG, an authorization number will be issued for the repair. The authorization number is valid for 180 days from the date issued. After 180 days the authorization number and claim are void. No invoice will be processed without a valid authorization number, Your signature, repair facility's warranty on repairs (if applicable) and repair facility's identifying information.

## 4. SERVICE CONTRACT TRANSFER PROVISIONS:

- a. The Service Contract is transferable, by the original purchaser of the contract, to the subsequent owner of the vehicle provided PAPG receives the transfer fee of \$99.00 **prior** to the sale of the vehicle. PAPG will not transfer the contract to another vehicle or to a business. The transferred Service Contract will remain in effect for the remainder of the original period.
- b. Without payment of the transfer fee, the Service Contract cannot be re-assigned and will be void at the time the vehicle is transferred.
- c. The new customer is responsible for all maintenance records from the original effective date of the Service Contract.
- d. The new customer will not be eligible for a refund

## 5. CANCELLATION PROVISIONS:

- a. You have the right to cancel Your Service Contract up to 20 days from the effective date as stated on Your PAPG I.D. card by providing a written request to cancel for a full refund, paid to Your dealer or lienholder, of the amount received by PAPG, less any claims paid. This Service Contract will not be reinstated after a cancellation is requested.
- b. After 20 days, there is no refund for early termination except in the case of a total loss, as determined by the insurance carrier, or repossession by the lienholder as stated. If You are eligible for a refund, PAPG shall refund to the dealer or lienholder a portion of the amount received by PAPG for Your Service Contract on a monthly prorated basis, less an administration fee (not to exceed \$50.00), as long as no claims have been made against the vehicle.
- c. If Your vehicle is altered or modified after purchase, and if a claim has been made, the Service Contract is cancelled and no refund shall be issued.
- d. The right to void the Service Contract is not transferable and applies only to the original Service Contract purchaser.

## CANCELLATION & REFUND PROVISIONS

These conditions apply to the residents of: **ALABAMA, MAINE, MARYLAND, MASSACHUSETTS, NEW YORK, AND SOUTH CAROLINA:**

**Terms for Cancellation by You:** You may return the Service Contract within 20 days of the effective date as stated on Your PAPG I.D. card. You may have additional time and rights to return the Service Contract, see the State Disclosures below. Upon return of the Service Contract to PAPG, within the applicable time period, the Service Contract is void and PAPG shall refund to You the full purchase price of the Service Contract including any sales tax pursuant to state law, if no claim has been made. A ten percent penalty per month shall be added to a refund that is not paid or credited within 30 days after return of the Service Contract to PAPG.

After 20 days, or if a claim has been made, You may cancel the Service Contract and PAPG shall refund to You 100% of the unearned pro rata provider fee, less any claims paid. An administrative fee, not to exceed ten percent of the provider fee paid by You, may be charged by PAPG.

**Terms for Cancellation by PAPG:** PAPG may cancel the Service Contract for material misrepresentation or substantial breaches of contractual duties, conditions, warranties or nonpayment of the Service Contract by mailing a written notice to Your last known address within at least 15 days prior to cancellation.

The notice must state the effective date and reason for cancellation. PAPG is not required to provide prior notice of cancellation if the Service Contract is cancelled due to: (1) nonpayment of the consideration for the Service Contract; (2) a material misrepresentation by You to PAPG; or (3) a substantial breach of a duty by You related to the covered product or its use. Unless cancellation is for nonpayment, a pro rata refund of the unearned portion of the provider fee less the amount or value of any claims paid shall accompany the notice.

If a vehicle is altered or modified after the purchase, and if a claim has been made or paid, the Service Contract is cancelled and no refund shall be issued unless required to do so by Your state.

### ADDITIONAL STATE DISCLOSURES: THIS IS NOT AN INSURANCE POLICY

#### ALABAMA

- The provision of paragraph 4(d) is deleted.
- Paragraph 5(b) is amended to replace the administrative fee "(Not to exceed \$50.00)" with "(Not to exceed \$25.00)".
- Paragraph 5(c) is deleted and replaced with: If a vehicle is altered or modified after purchase, the Service Contract is cancelled and a prorated refund, less claims will be refunded to customer.

#### CONNECTICUT

- Paragraph 2(c) is amended as follows: If this Service Contract is for less than one year of coverage, this contract will be extended while Your vehicle is being repaired.
- Paragraph 2(w) is added: You may pursue arbitration to settle disputes between You and PAPG. A written complaint must contain a description of the dispute, the purchase price or lease price of Your covered vehicle, the cost of any disputed repair, and a copy of this Service Contract. The complaint should be mailed to: State of Connecticut, Insurance Department, PO Box 816, Hartford CT 06142-0816, Attention: Consumer Affairs Division. A more detailed description of the arbitration procedure is set forth in 42-2602 through 42-2605 of the Connecticut Administrative Code.
- Paragraph 5(b) is amended as follows: You have the right to cancel this Service Contract if You return the vehicle or if the vehicle is sold, lost, stolen or destroyed.

#### GEORGIA

This Service Contract is not a contract of insurance.

- Paragraph 1(b) is amended as follows: Component failures known by You or which should have been known by You before PAPG approves this Service Contract application are NOT covered.
- Paragraph 1(d) is deleted and replaced with: Vehicles modified or altered from the original manufacturer's specifications by You or with Your knowledge, including but not limited to the following modifications: frame, suspension or body lift kits, wheels/tires (not to OEM specifications), emission system, exhaust system, engine, transmission and drive axle.
- Paragraph 1(n) is deleted and replaced with: Damage done by You or with Your knowledge from altering, misusing or tampering with the vehicle, making improper adjustments or using improper fuels or fluids
- Paragraph 1(o) is deleted and replaced with: Damage done by You or with Your knowledge resulting from failure to maintain Your vehicle according to Your manufacturer's maintenance requirements
- Paragraph 2(f) is deleted and replaced with: Your odometer MUST display and function at all times while your vehicle is owned by You. An inoperative cluster, odometer, and/or odometer display known by You will result in denial of coverage under this Service Contract without refund.
- Paragraph 2(s) is amended to include: An insured is one who sells or offers to sell this Service Contract, including automobile dealerships.
- Paragraph 2(g) is deleted and replaced with the following: Vehicle alterations or modifications made subsequent to the purchase of this Service Contract are not covered and shall void the Service Contract.
- Paragraph 2(v) is deleted and replaced with: This Service Contract shall not be cancelled by PAPG except for fraud, material misrepresentation or nonpayment. In this instance, the cancellation shall be in writing and mailed at least 30 days prior to cancellation for any reason pursuant to Georgia Code 33-24-44
- Paragraphs 5(a) and (b) are deleted and replaced with: You may cancel this Service Contract at any time by submitting a written request and returning Your Service Contract to PAPG. If this Service Contract is cancelled, You will receive a full refund of the unearned pro rata Service Contract price. No claims paid or incurred shall be deducted from any refund owed. All refunds will be paid to the lienholder, if any, otherwise to You.

#### ILLINOIS

- Paragraph 1(n) is amended to include at the end of the sentence: or failures caused by normal and abnormal wear and tear
- Paragraph 5(a) and (b) are amended as follows: As an Illinois customer, You may cancel Your contract for a full refund of the Service Contract consideration during the first 30 days after purchase, if no service has been provided, less a cancellation fee. At any other time, the Service Contract may be cancelled for a monthly prorated refund, less the value of any service received and less a cancellation fee which shall be the lesser of ten percent of the Service Contract price, or \$50.00.

#### INDIANA

- Proof of payment to the issuing dealer for this Service Contract shall be considered proof of payment to the Insurer which guarantees our obligation to You, providing such insurance was in effect at the time You purchased this Service Contract.
- Paragraph 2(w) is added: This Service Contract is not insurance and is not subject to Indiana insurance law.

#### MAINE

- Paragraph 3(h) is added: In the event an emergency breakdown occurs when PAPG is closed, You may follow the claim procedures in the contract without prior authorization. However, You must notify PAPG of repairs as soon as PAPG reopens. Reimbursement will be made in accordance with the provisions in the contract and nothing herein authorizes repairs not otherwise covered. Emergency repairs are those required because the Covered Vehicle was inoperable or unsafe to drive. Parts must be available for inspection by PAPG.

#### MARYLAND

- Paragraph 1(e) is amended as follows: The repair of a malfunction or defect covered under a mechanical repair contract shall include the cost of tear-down and diagnosing the malfunction or defect.

#### MASSACHUSETTS

- Notice to customer: Purchase of this Service Contract is not required in order to register or finance Your vehicle. The benefits provided may duplicate express manufacturer's or seller's warranties that come automatically with every sale. The seller of this coverage is required to inform You of any warranties available to You without this Service Contract.

#### MISSISSIPPI

- Paragraph 3(h) is added: In the event an emergency breakdown occurs when PAPG is closed, You may follow the claim procedures in the contract without prior authorization. However, You must notify the Administrator of the repairs as soon as PAPG reopens. Reimbursement will be made in accordance with the provisions in the contract and nothing herein authorizes repairs not otherwise covered. Emergency repairs are those required because the Covered Vehicle was inoperable or unsafe to drive. Parts must be available for inspection by PAPG.

#### NEW HAMPSHIRE

- Paragraph 2(w) is added: In the event that You do not receive satisfaction under this contract, You may contact the New Hampshire Insurance Department, 21 South Fruit Street, Suite 14, Concord, NH 03301, telephone number: 603-271-2261.
- If You have any questions regarding this Service Contract, You may contact PAPG by mail at PO Box 639, Washington, MI 48094-0639 or by phone at (586) 429-6241.

## STATER DISCLOSURES - (continued)

### NEW YORK

Paragraph 3(h) is added: In the event an emergency breakdown occurs when PAPG is closed, You may follow the claim procedures in the contract without prior authorization. However, You must notify the Administrator of the repairs as soon as PAPG reopens. Reimbursement will be made in accordance with the provisions in the contract and nothing herein authorizes repairs not otherwise covered. Emergency repairs are those required because the Covered Vehicle was inoperable or unsafe to drive. Parts must be available for inspection by PAPG.

### NORTH CAROLINA

- Paragraph 2(e) is amended as follows: PAPG will not cancel the contract in its discretion other than for nonpayment of premiums or for a direct violation of the agreement by the contract holder where the service agreement states that violation of the agreement would subject the agreement to cancellation.
- Paragraphs 5(a) and (b) are amended as follows: The Purchaser may cancel this contract at any time after purchase and receive a pro rata refund less any claims paid on the agreement and a reasonable administrative fee, not to exceed ten percent of the amount of the pro rata refund.

### RHODE ISLAND

- Paragraph 2(c) is amended as follows: If repairs have been authorized but are not yet completed prior to the expiration of Your Service Contract, coverage will be extended by the time period during which Your vehicle is under repair at an authorized repair facility.

### SOUTH CAROLINA

- Paragraph 2(w) is added: Should You feel that an issue is not being dealt with fairly or You have questions in general regarding the regulation of the Service Contract providers, You may contact the South Carolina Department of Insurance Customer Services Office at 803-737-6231, or in writing at: The South Carolina Department of Insurance, PO Box 100105, Columbia, SC 29202-3105.
- Paragraph 3(h) is added: In the event an emergency breakdown occurs when PAPG is closed, You may follow the claim procedures in the contract without prior authorization. However, You must notify the Administrator of the repairs as soon as PAPG reopens. Reimbursement will be made in accordance with the provisions in the contract and nothing herein authorizes repairs not otherwise covered. Emergency repairs are those required because the Covered Vehicle was inoperable or unsafe to drive. Parts must be available for inspection by PAPG.

### WEST VIRGINIA

- Paragraphs 5(a) and (b) are amended as follows: You may cancel this Service Contract at any time within the first 90 days after the contract purchase date for a pro rata refund.

### WISCONSIN

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

- Preferred Automotive Protection Group, LLC, located at PO Box 639, Washington, MI 48094-0639, is the name and address of the Service Contract provider.
- PAPG maintains the right to accept or reject any Service Contract not meeting the eligibility requirements of the program.
- In all instances of this Service Contract, PAPG may cancel this Service Contract **ONLY** for nonpayment of the provider fee, material misrepresentation by the contract holder to the provider or administrator, or substantial breach of duties by the Service Contract holder relating to the covered product or its use. PAPG shall comply with all of the following when cancelling a Service Contract: PAPG will mail a written notice to You at Your last known address contained in our records at least five (5) days prior to the cancellation; The notice shall state the effective date of the cancellation and the reason for the cancellation; If the Service Contract is cancelled by PAPG for a reason other than nonpayment of the provider fee, PAPG shall refund to You 100% of the unearned pro rata fee, less any claims paid; and PAPG may charge a reasonable administrative fee for cancellation, which may not exceed ten percent (10%) of the provider fee.
- The provisions of Paragraph 1(c) are deleted and amended as follows: Prior to any repair being made, instruct the Licensed Repair Facility to contact PAPG to obtain authorization for the claim. Failure to obtain prior authorization will not invalidate or reduce a claim, unless PAPG is prejudiced by Your failure to obtain authorization.
- The provisions of Paragraph 2(e) are deleted and amended as follows: PAPG reserves the right to reject any application or Service Contract prior to acceptance. PAPG may cancel this Service Contract **ONLY** in accordance with the provisions set forth above in the Wisconsin disclosures.

- The provisions of Paragraph 2(f) are deleted and amended as follows: An inoperative odometer, and/or odometer display, that is not immediately repaired and proof of repair is not submitted to PAPG is considered substantial breach of duties by the Service Contract holder relating to the covered product or its use. PAPG shall cancel the Service Contract and issue a pro rata refund in accordance with the terms in the Wisconsin disclosures set forth herein.
- The provisions of Paragraph 2(g) are deleted and amended as follows: If it is determined that after Your Service Contract has been accepted by PAPG, Your vehicle was altered or modified from the original manufacturer's specifications prior to acceptance by PAPG, PAPG would consider this a breach of the conditions of Your Service Contract and PAPG will cancel Your Service Contract and revoke our acceptance to it and issue a full refund of the purchase price.
- The provisions of Paragraph 2(v) are amended as follows: The last sentence is deleted and replaced with "PAPG will issue a pro rata refund in accordance with the terms in the Wisconsin disclosures set forth herein."
- Paragraph 3(h) is added: **In the event an emergency breakdown occurs when PAPG is closed, You may follow the claim procedures in the contract without prior authorization. However, You must notify the Administrator of the repairs as soon as PAPG reopens. Reimbursement will be made in accordance with the provisions in the contract and nothing herein authorizes repairs not otherwise covered. Emergency repairs are those required because the Covered Vehicle was inoperable or unsafe to drive. Parts must be available for inspection by PAPG.** Failure by You to give notice or proof of the repairs within forty-eight (48) hours will not invalidate or reduce the claim unless PAPG is prejudiced by the failure to give proper notice.
- The provisions of Paragraphs 5(a) and (b) are deleted and amended as follows: In the event of a total loss of property covered by the Service Contract that is not covered by a replacement of the property pursuant to the terms of the Service Contract, You shall be entitled to cancel the Service Contract and receive a pro rata refund of any unearned provider fee, less any claims paid and in the event the covered property is repossessed by the lienholder.
- You are permitted to return the Service Contract within twenty (20) days of the date the Service Contract was mailed to You or within ten (10) days of delivery of the Service Contract if the Service Contract is delivered to You at the time of sale, or within a longer period permitted by PAPG. Upon return of the Service Contract to PAPG within the applicable time period, if no claim has been made under the Service Contract prior to its return to PAPG, the Service Contract is void and PAPG shall refund to You, or credit Your account, the full purchase price of the Service Contract. If PAPG does not pay or credit a refund within forty-five (45) days after the return of a Service Contract to PAPG., PAPG shall pay a ten percent (10%) per month penalty of the refund amount outstanding which PAPG shall add to the amount of the refund. You will not receive a refund if this Service Contract has expired.
- Subsequent to the period set forth above for voiding a Service Contract, You may cancel the Service Contract or if a claim has been made under a contract within such period, You may cancel the Service Contract, You are entitled to receive one hundred percent (100%) of the unearned pro rata provider fee, less any claims paid. PAPG may charge a reasonable administrative fee for the cancellation, not to exceed ten percent (10%) of the provider fee.
- The provisions of Paragraph 5(c) are deleted and amended as follows: If you **ALTER OR MODIFY** Your covered vehicle, from the original manufacturer's specifications it is a substantial breach of Your contractual duties and PAPG shall cancel Your Service Contract and issue a pro rata refund in accordance with the terms in the Wisconsin disclosures set forth herein.