

PINNACLE PROTECTION PLAN STATE DISCLOSURES

STATE SPECIFIC DISCLOSURES

Some states in which this Agreement is sold require certain additional disclosures or require amendments to the terms and conditions above. These additional disclosures or amendments are set forth as described herein. They apply to **YOU** if **YOU** purchased this Agreement in the following state:

Alabama

CANCELLATION AND REFUND

The service charge is changed to \$25.

If We cancel this Plan, We will mail a notice of cancellation to Your last known address at least five (5) days prior to the effective date of cancellation. Prior notice of cancellation is not required if this Plan is cancelled for nonpayment of the Plan purchase price or material misrepresentation by You.

Arizona

To the extent that there are any discrepancies with the provisions of this vehicle service agreement, this vehicle service agreement shall adhere to A.A.C. R20-6-407.

California

MPP Co., Inc.'s California Provider License number is 0B69192.

The coverage provided in this Agreement is insured under a Reimbursement Insurance Policy written by Old United Casualty Company (dba Vantage Casualty Company in California), P.O. Box 795, Shawnee Mission, Kansas 66201. If the Administrator fails to pay any valid claim in accordance with the Terms and Conditions of this Agreement within sixty (60) days after proof of loss has been filed, direct claim can be made against the Insurer. If **YOU** are not satisfied with the Insurer's response, **YOU** may contact the California Department of Insurance at 1-800-927-4357.

CANCELLATION AND REFUND shall be amended to read: Provided there are no claims made under this Agreement, **YOU** may cancel this Agreement within sixty (60) days of purchase for a full refund of the purchase price paid. After sixty (60) days or if there are claims made, **YOU** will receive a prorated refund of the purchase price paid, less any claims paid or to be paid, and a \$25 service charge. Written notice must be mailed to the issuing dealer or **US** stating the effective date of cancellation, mileage and Agreement number.

WE may cancel this Agreement within sixty (60) days of purchase for any reason by providing **YOU** written notification, specifically stating such reason, postmarked prior to the sixty-first (61st) day. The Agreement will cease to be valid five (5) days after the postmark date of the notice. **WE** will provide **YOU** a full refund of the purchase price paid, less any claims paid or to be paid, within thirty (30) days of the cancellation date. After sixty (60) days, **WE** may cancel in the event the charge for **YOUR** Agreement has not been paid or if there is a material misrepresentation by providing **YOU** written notification specifically stating such reason. The Agreement will cease to be valid five (5) days after the postmark date of the notice. **WE** will provide **YOU** a prorated refund of the purchase price paid, less any claims paid or to be paid, within thirty (30) days of the cancellation date.

If the **WE** have notice of a lienholder/lessor and a Discharge of Lien is not provided, any refund will be issued to the lienholder/lessor. If cancelled, the Agreement may not be repurchased or Plan coverage reinstated on **YOUR VEHICLE**.

Colorado

The coverage provided in this Agreement is insured under a Reimbursement Insurance Policy (Policy #15-1000001) written by Old United Casualty Company (dba Vantage Casualty Company in California), P.O. Box 795, Shawnee Mission, Kansas 66201. If the Administrator fails to pay any valid claim in accordance with the Terms and Conditions of

this Agreement within sixty (60) days after proof of loss has been filed, direct claim can be made against the Insurer.

Connecticut

If the term of this agreement is less than one (1) year and the agreement expires while **YOUR VEHICLE** is being repaired for covered **FAILURE**, the agreement is extended until the repairs for that **FAILURE** are completed.

RESOLUTION OF DISPUTES

If **YOU** do not agree with **US** on the amount of loss, **YOU** may pursue arbitration to settle the disagreement. To request arbitration, mail **YOUR** complaint to: Connecticut Insurance Department, P.O. Box 816, Hartford, CT 06142-0816, ATTN: Consumer Affairs. The written complaint must contain a description of the dispute, the purchase or lease price of the product, the cost of repair of the product, and a copy of the warranty contract.

CANCELLATION AND REFUND

YOU have the right to cancel this agreement at any time during its term. Please refer to the cancellation provisions.

Florida

CANCELLATION AND REFUND

YOU may return this Agreement within sixty (60) days after purchase for 100% of the gross premium paid, less any claims paid and a 5% administration fee. After sixty (60) days, **YOU** may cancel this Agreement and receive 90% of the unearned pro rata premium. **WE** may cancel this Agreement if the odometer has been tampered with or disabled and **YOU** fail to repair the odometer; if there has been a material misrepresentation of fraud at the time of sale of this Agreement; or for non payment of premium. If for nonpayment of premium, **YOU** will be notified of cancellation by certified mail. If **WE** cancel this Agreement, the return premium will be 100% of the paid unearned pro rata premium.

TO TRANSFER YOUR PLAN

Unexpired Plan coverage may be transferred at the time of sale to the subsequent private purchaser of the Vehicle, provided the Plan has not been canceled, by mailing this Plan provision from, maintenance records, and a transfer fee of \$40 payable to Us.

To transfer this Plan, complete the transfer form. Please be sure Your signature is included – Your signature signifies You have authorized transfer of Plan coverage to the new owner. It is the original Plan purchaser's responsibility to provide all maintenance records and receipts to the new owner upon transfer. Transfer requests will not be granted without the signature of the owner for whom these Plan provisions were issued. This Plan is not transferable or assignable if traded or sold to a dealer and should be canceled by the original Plan purchaser.

Georgia

CANCELLATION AND REFUND

YOU may cancel this Agreement by delivering written notice to the issuing dealer or administrator stating the effective date of cancellation, mileage and Agreement number. The refund will be based on the customary short rate for the expired term of the Agreement based on time or mileage, whichever is greater. **WE** may cancel this Agreement due to fraud, material misrepresentation, or failure to pay. Cancellation of this Agreement will be in accordance with O.C.G.A. 33-24-44. **YOU** will be given ten (10) days written notice if this Agreement is cancelled for nonpayment of the Agreement charge or if it has been in force less than sixty (60) days. Otherwise, **YOU** will be given thirty (30) days written notice. If **WE** cancel this Agreement, the return premium will be 100% of the paid unearned pro rata premium.

To be attached to forms PPP 4301 NP 1/04. Motorcycle Premier Coverage

THIS AGREEMENT WILL NOT APPLY TO: The following Exclusions shall be amended to read:

3. The word "sludge" shall be deleted.

12. Mechanical failures that exist at the time of retail sales and known to You, whether or not the failure would be otherwise addressable by the Plan.

25. Gauges if there has been any tampering or alteration while owned by You.

To be attached to forms PPP 4401 NP 1/04 and PPP 4001 NP 1/04. Watercraft Platinum Coverage.

THIS AGREEMENT WILL NOT APPLY TO: The following Exclusions shall be amended to read:

3. The word "sludge" shall be deleted.

12. Mechanical failures that exist at the time of retail sales and known to You, whether or not the failure would be otherwise addressable by the Plan.

25. Gauges if there has been any tampering or alteration while owned by You.

32. To your Watercraft/Engine if it has been modified or altered while owned by You, except for modifications and alterations recommended by the Watercraft Manufacturer.

Illinois

"**FAILURE**" means that an original manufacturer's installed or like replacement part covered by the Plan, which has been maintained as recommended by the manufacturer, does not function in normal service due to defects in material and/or workmanship and does not include normal wear and tear.

CANCELLATION AND REFUND

Provided there are no claims made under this Agreement, **YOU** may return this Agreement to the Administrator within thirty (30) days of purchase for a full refund of the amount paid, less the cancellation fee. After thirty (30) days or if there are claims made, written notice must be returned to the Administrator stating the effective date of cancellation, mileage and agreement number. The refund will be based on time or mileage used, whichever is greater. The pro rata method will be used to figure cancellations, less a cancellation fee. This Agreement shall be subject to a cancellation fee not to exceed the lesser of 10% of the Agreement retail price or \$50.00. We may cancel this Agreement in the event the charge for **YOUR** Agreement has not been paid, if the odometer has been disconnected or altered, the New Vehicle **MANUFACTURER'S WARRANTY** has been canceled or voided, or if there is a material misrepresentation on the Agreement Application. If **WE** cancel, **YOU** will not be charged the cancellation fee. Both owner and lienholder will be listed on any refund. If the lienholder takes possession of the vehicle, or a total loss of the vehicle occurs, the lienholder will be sole party to any refund. If cancelled, the Agreement may not be repurchased or Plan coverage reinstated on **YOUR VEHICLE**.

Iowa

If you have any questions regarding this service contract, you may contact the Iowa Insurance Division, 340 E. Maple Street, Des Moines, Iowa 50319-0066, (515) 281-4441.

CANCELLATION AND REFUND

The following sentence shall be added: A 10% penalty will be added each month to any refund that is not paid within 30 days of the return of the Plan and signed cancellation request to Us.

Minnesota

This Agreement does not cover any cost, repair, replacement covered under Minnesota Statute 325F.662 – Sale of Used Motor Vehicle, Dealer's Written Warranty Required. Every used motor vehicle sold by a dealer is covered by an express warranty, which the dealer shall provide to the consumer. At a minimum, the dealer's express warranty applies for the following terms: 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.

Nevada

This Vehicle Service Agreement is non-renewable.

Replacement parts not made for or by the original manufacturer may be used to comply with the terms of this Vehicle Service Agreement.

CANCELLATION AND REFUND

Provided there are no claims made under this Agreement, **YOU** may return this Agreement to the Administrator within sixty (60) days of purchase for a full refund of the amount paid. After sixty (60) days or if there are claims made, written notice must be returned to the Administrator stating the effective date of cancellation, mileage and agreement number. The refund will be based on time or mileage used, whichever is greater. The pro rata method will be used to figure cancellations, less a cancellation fee of \$40.00.

When this Agreement has been in effect for less than seventy (70) days, **WE** may cancel for any reason. When this Agreement has been in effect for seventy (70) days or more, **WE** may not cancel prior to the expiration of the agreed Agreement term or one (1) year after the effective date of this Agreement, which ever occurs first, except for the following reasons:

- (a) Failure by **YOU** to pay any amount when due;
- (b) Conviction of **YOU** of a crime which results in an increase in the service required under this Agreement;
- (c) Discovery of fraud or material misrepresentation by **YOU** in obtaining this Agreement, or in presenting a claim for service thereunder;
- (d) Discovery of:
 - (1) An act or omission by **YOU**;
 - (2) A violation by **YOU** of any condition of this Agreement, which occurred after the effective date of this Agreement and which substantially and materially increases the service required under this Agreement; or
- (e) A material change in the nature or extent of the required service or repair which occurs after the effective date of this Agreement and which causes the required service or repair to be substantially and materially increased beyond that contemplated at the time that this Agreement was issued or sold.

The cancellation shall be effective fifteen (15) days after **WE** mail the cancellation notice. If **WE** cancel, **YOU** will not be charged the cancellation fee.

Both owner and lienholder will be listed on any refund. If the lienholder takes possession of the vehicle, or a total loss of the vehicle occurs, the lienholder will be sole party to any refund. If cancelled, the Agreement may not be repurchased or Plan coverage reinstated on **YOUR VEHICLE**.

New Mexico

This Vehicle Service Agreement is non-renewable.

Replacement parts not made for or by the original manufacturer may be used to comply with the terms of this Vehicle Service Agreement.

CANCELLATION AND REFUND

Provided there are no claims made under this Agreement, **YOU** may return this Agreement to the Administrator within thirty (30) days of purchase for a full refund of the amount paid. After thirty (30) days or if there are claims made, written notice must be returned to the Administrator stating the effective date of cancellation, mileage and agreement number. The refund will be based on time or mileage used, whichever is greater. The pro rata method will be used to figure cancellations, less a cancellation fee of \$50.00.

When this Agreement has been in effect for less than seventy (70) days, **WE** may cancel for any reason. When this Agreement has been in effect for seventy (70) days or more, **WE** may not cancel prior to the expiration of the agreed Agreement term or one (1) year after the effective date of this Agreement, which ever occurs first, except for the following reasons:

- (f) Failure by **YOU** to pay any amount when due;
- (g) Conviction of **YOU** of a crime which results in an increase in the service required under this Agreement;

- (h) Discovery of fraud or material misrepresentation by **YOU** in obtaining this Agreement, or in presenting a claim for service thereunder;
- (i) Discovery of either of the following if it occurred after the effective date of this Agreement and which substantially and materially increases the service required under this Agreement:
 - (3) An act or omission by **YOU**;
 - (4) A violation by **YOU** of any condition of this Agreement

The cancellation shall be effective fifteen (15) days after **WE** mail the cancellation notice. If **WE** cancel, **YOU** will not be charged the cancellation fee.

Both owner and lienholder will be listed on any refund. If the lienholder takes possession of the vehicle, or a total loss of the vehicle occurs, the lienholder will be sole party to any refund. If cancelled, the Agreement may not be repurchased or Plan coverage reinstated on **YOUR VEHICLE**.

North Carolina

CANCELLATION AND REFUND

Provided there are no claims made, You may cancel this Plan within sixty (60) days for a full refund of the purchase price paid. After sixty (60) days or if there has been claims made, You will receive a pro-rata refund of the purchase price paid, less a service charge and less claims paid. The service charge shall be 10% of the pro-rata refund or \$40, whichever is less. Should service charge and/or amount of claims exceed the refund amount, no refund is due to You. You must take Your Plan provisions to the Dealer where You purchased the Plan and sign a cancellation request form. The Dealer will contact Us to request termination of Your Plan. Refunds will be made to You and/or the lienholder by Your Dealer. If you no longer reside in the area where the Plan was purchased, or Your Dealer is no longer in business, mail Your cancellation request and Plan provisions to Us. We may cancel this Plan in the event the charge for Your Plan has not been paid, if the Manufacturer's Warranty has been cancelled or voided, or if there is a material misrepresentation on the Service Agreement Application. If We cancel, You will not be charged the service charge. Refunds will be made to You and/or the lienholder by Your Dealer. If the lienholder takes possession of the Vehicle, or a total loss of the vehicle occurs, the lienholder will be sole party to any refund. If cancelled, the Plan may not be repurchased or Plan coverage reinstated.

Texas

If You have a complaint concerning the administrator (provider) or have questions concerning the regulation of service contract providers, You may contact:
The Texas Department of Licensing and Regulation
P.O. Box 12157
Austin, Texas 78711
(512) 463-6599

South Carolina

If you have any questions or complaints regarding this service agreement, you may contact the South Carolina Department of Insurance, P.O. Box 100105, Columbia, South Carolina 29201-3105, (803) 737-6180.

Washington

SERVICE AGREEMENT shall be amended to read:

Our fulfillment of the provisions under Your Plan are guaranteed under a reimbursement insurance policy issued by Old United Casualty Company, P.O. Box 795, Shawnee Mission, Kansas 66201 (DBA Vantage Casualty Company in California). The Policy Number is # 15-1000001. You are entitled to make a claim for provisions under this Plan with Us or the insurance company.

CANCELLATION AND REFUND shall be amended as follows:

The \$40 service charge fees shall be amended to \$25.

The following sentence shall be added: A 10% penalty will be added to any refund that is not paid within 30 days of the return of the Plan and signed cancellation request to Us.

The implied warranty of merchantability on the motor vehicle is not waived if this Agreement has been purchased within

ninety (90) days of the purchase price date of the motor vehicle.

PPP WA AM2 404

Wisconsin

Under **OBTAINING PLAN SERVICE and THIS AGREEMENT WILL NOT APPLY TO (7.)** is hereby amended to add the following:

However, if you provide notice or proof of loss as soon as reasonably possible and within one year after the date of loss, your failure to furnish such notice or proof within this time frame will not invalidate or reduce a claim unless we are prejudiced thereby and it was reasonably possible to meet the time limit. Proof of loss may include but is not limited to receipts, failed parts and maintenance records.

YOUR RESPONSIBILITY Provision is hereby replaced by the following:

Your responsibility is to properly operate, care for and maintain the Watercraft/Engine/Vehicle as prescribed in Your owner's manual. You must perform at Your expense, and prove that You have so performed the maintenance recommended by the manufacturer. Failure to perform required maintenance will result in a loss of Your coverage and benefits when failure increases the risk or contributes to the loss. You must retain all maintenance and purchase receipts (including dates and services performed) to avoid any misunderstanding as to whether or not the maintenance services were performed as required.

The **CANCELLATION AND REFUND** Provision is hereby replaced by the following:

You may cancel this Plan within sixty (60) days for a full refund of the purchase price paid. After sixty (60) days You will receive a pro-rata refund of the purchase price paid, less a \$40 service charge. Should the service charge exceed the refund amount, no refund is due to You. You must take Your Plan provisions to the Dealer where You purchased the Plan and sign a cancellation request form. The Dealer will contact Us to request termination of Your Plan. If you no longer reside in the area where the Plan was purchased, or Your Dealer is longer in business, mail Your cancellation request and Plan provisions to us.

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