

AMENDMENT TO



Form Number: TVP2-VSC-E-STD (11/16)

If **You** purchase this **Contract** in **CALIFORNIA**, the following terms shall apply:

DEFINITIONS -- The following definitions are deleted and replaced with the following:

Breakdown - Means the failure of a covered part under normal service due to defects in material and workmanship. A covered part has failed when it can no longer perform the function for which it was designed solely because of its condition and not because of the action or inaction of any non-covered parts.

We, Us, Our means the entity that administers and is obligated to perform under this **Contract**. In California, the **Administrator** and **Obligor** of the **Contract** is OLD REPUBLIC INSURED AUTOMOTIVE SERVICES, INC., 8282 South Memorial Drive, Tulsa, OK 74133. 800-331-3780. **CALIFORNIA LICENSE NUMBER 0C79822.**

Performance to **You** under this **Contract** is guaranteed by a California approved insurance company. **You** may file a claim with this insurance company if any promise made in the **Contract** has been denied or has not been honored within sixty (60) days of the date proof of loss was filed. The name and address of the insurance company is: Old Republic Insurance Company (Tulsa Branch Office), 8282 South Memorial Drive, Tulsa, OK 74133, 800-331-3780. If **You** are not satisfied with the insurance company's response, **You** may contact the California Department of Insurance at 800-927-4357 or access the department's Internet Web site (www.insurance.ca.gov).

CANCELLATION PROVISION – Item **B.** - is replaced by the following:

We may cancel this **Contract** within the first sixty (60) days by mailing **You** a cancellation notice before the sixty-first (61st) day after the date the **Contract** was purchased. The **Contract** ceases to be valid no less than five (5) days after the postmark date of the notice. The notice will state the specific grounds for the cancellation. **We** will refund the full **Contract** charge within thirty (30) days from the date of cancellation. However, if **We** have paid a claim, or have advised **You** in writing that **We** will pay a claim, **We** may provide a pro-rata refund reflecting the greater of the time in force or the miles driven compared to the total time or mileage of **Your Contract** term, less the amount of any claims paid prior to cancellation. **We** may cancel this **Contract** at any time for nonpayment of the **Contract** charge, material misrepresentation or fraud. **You** will be notified by mail of the specific reason for cancellation, which will become effective five (5) days after the postmark of the notice of cancellation. A pro-rata refund will be paid within thirty (30) days of the date of cancellation and will be calculated based on the greater of the time in force or the miles driven compared to the total time or mileage of **Your Contract** term. Any claim reported prior to the effective date of cancellation will be processed; however, the amount of the claim will be deducted from **Your** pro-rata refund.

CANCELLATION PROVISION – Item **D.** - is replaced by the following:

If **We** receive **Your** written request for cancellation within sixty (60) days (new vehicle plans) or thirty (30) days (pre-owned vehicle plans) of **Your** receipt of the **Contract** and no claims have been made, **You** will receive a full refund. If a claim has been made, a pro-rata refund will be calculated based on the greater of the time in force or the miles driven compared to the total time or mileage of **Your Contract** term. If **We** receive **Your** written request for cancellation after the **Contract** has been in effect for sixty (60) days (new vehicle plans) or thirty (30) days (pre-owned vehicle plans), a pro-rata refund will be calculated based on the greater of the time in force or the miles driven compared to the total time or mileage of **Your Contract** term. An Administrative fee will be assessed, not to exceed ten percent (10%) of the **Contract** charge or twenty-five dollars (\$25.00), whichever is less. In the event of cancellation, the lienholder, if any, will be named on a cancellation refund check as their interest may appear.

Roadside Assistance benefits are not available in California.