AGREEMENT TERMS AND CONDITIONS

DEFINITIONS

The following definitions apply to words frequently used in this **Vehicle Service Contract** and appear in **Bold Faced** type**:**

1. **Administrator –** LOTSOLUTIONS, INC., [10751 Deerwood Park Blvd., Ste. 200, Jacksonville, Florida 32256 (844) 241-5518] except in the state of Florida. In the state of Florida, Lyndon Southern Insurance Company, 10751 Deerwood Park Blvd., Ste. 200, Jacksonville, Florida 32256, Florida License No. 03698 is providing administration.
2. **Breakdown** - The failure of a **Covered Part** under normal service due to defects in material or 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 noncovered parts.
3. **Claim** - A demand by **You** for benefits under this Service **Contract**. A visit/claim may have more than one covered repair.
4. **Commercial Use** - A commercial vehicle registered to a business and/or for business purposes. Vehicles that are used in excess of manufacturer's G.V.W. or exceed manufacturer's recommendation use are not eligible.
5. **Covered Parts** - The parts listed in the Schedule **of Coverages** section of this **Service Contract** for the **Plan** selected.
6. **Deductible –** The amount **You** are required to pay, as shown on the **Schedule Page**, toward the total cost for the repair or replacement of **Covered Parts** per visit/claim made.
7. **Failure** - means the inability of an original or like replacement part covered by this Contract to function in normal service.
8. **In-Service Date** - The date on which the **Unit** was first purchased by the original owner, if known. **Units** for which the original purchase date is not known; it shall be July 1st of the **Unit** model year.
9. **Lienholder** – The financing or loan source "if any" that **You** or the **Seller/Dealer** obtained financing from for the purchase of this **Vehicle Service Contract.**
10. **Obligor, We, Us, Our** - Auto Knight Motor Club, Inc. 10751 Deerwood Park Blvd., Ste. 200, Jacksonville, FL 32256 (844) 241-5518) California License No. 0F82046 who is the **Obligor** to this **Contract** except in the state of Florida and Oklahoma. In the states of Florida and Oklahoma, the Obligor is Lyndon Southern Insurance Company 10751 Deerwood Park Blvd., Ste. 200, Jacksonville, FL 32256, Tel: (800) 888-2738, Florida License No. 03698, Oklahoma License No. 44194686).
11. **Plan -** Refers to the **Plan and** term selected by **You** as shown on the **Schedule Page** of this **Service Contract**.
12. **Reasonable Cost** – The customary and reasonable charges for parts and labor necessary to repair or replace **Covered Parts**. These charges are subject to the **Administrator's** approval and will not exceed either the manufacturer's suggested retail (list) price for parts or the labor allowances derived from industry recognized flat-rate manuals. This **Contract's** limit of liability per **Claim** will be no lower than the Vehicles actual cash value or the cost of repair based upon national labor and parts manual. The **Administrator** reserves the right to determine which labor manuals will be recognized. **At the Administrator's option, replacement parts used in covered repairs may include new, non-OEM, remanufactured, or used parts.**
13. **Repair Facility -** A **Repair Facility** licensed to perform mechanical repairs.
14. **Ride Share** A privately owned vehicle in service used for Uber, Lyft, etc.
15. **Schedule of Coverages –** A part to this **Contract** that outlines the coverage of the **Plan** selected by **You** as shown on the **Schedule Page** of this **Contract** and lists the **Covered Part(s).**
16. **Schedule Page -** Page 1 of this Contract where information regarding You, Your Vehicle and coverage options is shown.
17. **Seals and gaskets -** Are covered on vehicles up to one hundred fifty thousand (150,000). After one hundred fifty thousand (150,000) miles **Seals and gaskets** are only covered in conjunction of a covered component repair. Minor leaks, seepage, or fluid loss do not constitute a failure.
18. **Seller/Dealer** – The entity from whom you purchased this **Vehicle Service Contract.**
19. **Term –** The maximum number of months/miles indicated on the **Schedule Page** that this **Contract** shall be in force. If no **Term** is indicated, a twelve (12) month **Term** will be applied.
20. **Tow Vehicle –** A vehicle that is in the process of being towed by the **Unit**.
21. **Unit ("Vehicle", "Covered Vehicle") -** The **Vehicle** described in Vehicle Information on the **Schedule Page** that is covered under this **Contract.**
22. **Vehicle Service Contract ("Service Contract", "Contract") -** This **Contract,** which **You** have purchased for the **Unit** described on the **Schedule Page.**
23. **Wear and Tear - Coverage** will be extended to all covered parts and components that suffered a **Breakdown** as a result of **"Wear"** and/or **"Tear"** unless otherwise listed under the **Exclusions** section of this **Contract**. **Wear and Tear** can be defined. as the gradual reduction of operating performance.
24. **You, Your -** The **Vehicle Service Contract** holder shown on the **Schedule Page** or the person to whom the **Contract** was properly transferred.

SCHEDULE OF COVERAGES

EXCLUSIONARY COVERAGE: COVERED VEHICLE PARTS

If **You** have purchased Exclusionary Coverage, **We** will pay or reimburse **You** for **Reasonable Costs** to repair or replace any **Breakdown** of all mechanical or electrical parts or components listed in the **Schedule of Coverage**s of Stated and Powertrain Plus and any other parts, except those listed under the section EXCLUSIONS, less any Deductible, in accordance with the section GENERAL PROVISIONS contained in this **Contract**.
Reimbursement amounts for replacement parts or components may be based on new, non-OEM, remanufactured or used parts at the **Administrator's** option.

Covers all parts of the **Vehicle** except:

a. Parts listed under the Exclusions section of this **Contract**.

b. Parts covered under the Seller's, Manufacturer's, or other Warranty, special policies, recalls, or other **Coverage**.

c. **THIS VEHICLE SERVICE CONTRACT WILL NOT PAY FOR OR REIMBURSE YOU FOR:**

- **GLASS & BODY PARTS**
- **LIGHT BULBS (Including Light Emitting Diodes (LED))**
- **PAINT**
- **TIRES & WHEELS**
- **BATTERIES (including cables/harness**
- **PHYSICAL Damage**
- **CONVERTIBLE TOPS**
- **UPHOLSTERY (Including heaters)**
- **ANTI-THEFT SYSTEMS OR RADIO/SPEAKER SYSTEMS NOT INSTALLED BY THE MFR.**
- **TRIM OR MOLDING (Including Interior and Exterior Trim, Body Side and Weather Strips)**
- **LENSES (including LED)**
- **SALES TAX**
- **MANUAL CLUTCH ASSEMBLY**
- **BRAKE ROTORS AND DRUMS**
- **EXHAUST SYSTEM (Including Catalytic Converter)**
- **SHOCK ABSORBERS (Including Air Shocks or Air Struts)**
- **PASSIVE RESTRAINT SYSTEMS (Including seat belts and airbags)**
- **THE MAINTENANCE SERVICES AND PARTS DESCRIBED IN THE COVERED VEHICLE'S MFR SCHEDULE**
- **SEALED BEAMS (Including Xenon and/or H.I.D. assemblies)**
- **RUST/CORROSION**
- **THROTTLE BODY (except injectors)**
- **CELLULAR TELEPHONE**
- **ELECTRONIC TRANSMITTING DEVICES (not installed by MFR)**
- **OTHER NORMAL MAINTENANCE SERVICES AND PARTS INCLUSING BUT NOT LIMITED TO ENGINE TUNE-UP, WHEEL ALIGNMENT, WHEEL BALANCING, FILTERS, ALL FLUIDS. SPARK OR DIESEL GLOW PLUGS, BRAKE PADS AND SHOES. RUBBER HOSES, FUSES, TIRE PRESSURE SENSORS (TPS)**
- **TIRE PRESSURESENSORS**

STATED COMPONENT COVERAGE:
COVERED VEHICLE PARTS

(INCLUDES POWERTRAIN PLUS COVERAGE PLUS THE BELOW)

Suspension: Upper and lower control arms, control arm shafts and bushings, upper and lower ball joints, front wheel drive hub and bearing assembly, steering knuckles, stabilizer shaft and bushings, king pins and bushings, strut bar and bushings, spindles and spindle supports, and wheel bearings.

High Tech Electrical: Cruise control servo/transducer, factory compass, factory thermometer, headlight switch, horn, ignition lock cylinder, ignition switch, power antenna, power lock actuators, windshield wiper motor, windshield wiper module, windshield washer pump, power window motors and power window regulator. Electronic speedometer display and module, engine control module, power sun/moon roof motor, power convertible top electric motor, crank sensor, knock sensor, oil temp sensor, camshaft positioning.
sensor, mass air flow sensor, BAP sensor MAP sensor, upstream oxygen sensors, downstream oxygen sensors, heated oxygen sensors, throttle positioning sensor engine coolant temperature sensor, intake air temperature sensor, neutral or park position sensor, brake fluid pressure sensor, PFE sensor, pressure sensors.

Anti-Lock Brakes: Booster and pump, master cylinder, control processor and solenoids.

Hybrid: IMA Control unit of battery electronics, IMA control unit for Motor Electronic, cable assembly (motor PDU), Junction board assembly, IMA motor stator assembly, IMA motor rotor assembly, PDU unit (pre-driver), PDU converter (AC-DC).

POWERTRAIN PLUS COVERAGE:
COVERED VEHICLE PARTS

Gasoline/Diesel Engine: All internal lubricated parts including pistons, piston rings and pins, crankshaft and main bearings, connecting rods and rod bearings, camshaft and bearings, pushrods, rocker arm and followers, timing belt/chain and gears, valves, valve springs, seats and guides, lifters, oil pump, manifolds, flywheel, ring gear, flex plate, core plugs, harmonic balancer and bolt, valve covers, timing. cover, oil pan, vacuum pump, engine mounts. Also covered are turbocharger/supercharger housing, all internal parts, and the waste gate. The engine block and cylinder head are covered only if damaged by an internal lubricated part.

Rotary Engine: All parts listed above for gas/diesel engine plus rotors, rotor seals eccentric shaft and bearings. The rotor chamber is covered if damaged by an internal lubricated part.

Transmission: All internal lubricated parts in the transmission case including bands, clutch packs, gears, pumps, shafts, shift forks, shift rails, synchronizers, and solenoids. The torque converter, bell housing, vacuum modulator, transmission mounts, and transmission pan. The transmission case is covered only if it is damaged by an internal lubricated part.

Transfer Case: All Internally lubricated parts contained within the Transfer Case. The Transfer Case is also covered if damage is the result of the failure of an Internal Part of the Transfer Case.

Drive Axle: 2WD / 4WD / ALL-WHEEL: All internal lubricated parts in the drive axle, axle shafts, differential cover, universal joints and yokes, constant velocity and double offset joints, wheel bearings, drive shaft, drive shaft center bearing, locking hub mechanism. The drive axle housing is covered only if damaged by an internal lubricated part.

Seals and gaskets: Should seals and gaskets be required in conjunction with the repair of a covered component, coverage will be extended to include seals and gaskets on said covered components. Up to 100,000 miles, cylinder head gasket(s) and intake manifold gaskets are the only gaskets covered as a gasket failure ALONE, of the listed parts that are covered will be covered by this contract. Head gaskets on Diesel Engines are not covered.

Air Conditioning: Expansion valve, pressure cutoff switches, orifice tube and dryer, Condenser, Compressor, Evaporator, Lines and Fittings, Internal assembly including pistons, rods, valves, bearings and shafts, clutch and pulley. NOTE: O.E.M. refrigerants are to be used if replacement is required. If failure is due to a covered component, and fluid conversion is necessary, the Contract will cover the
conversion parts and labor only. For hoses, O-rings seals, refrigerants and other non-covered components the contract holder is responsible.

Steering: Power steering fluid cooler, steering column coupling, power steering pump, steering main and intermediate shafts, power cylinder assembly, Pitman arm, idler arm, tie rods link, power steering cooler, power steering control valve and cylinder, steering box or rack.

Brakes: Master cylinder, power assist boosters and valves, wheel cylinders and calipers, combination valve, steel lines and fittings, backing plates, power brakes cylinder, vacuum assist booster pump, springs, clips and retainer, self-adjusters, rear activators, parking brake linkage and cables.

Fuel System: Fuel pump, metal fuel lines, fuel injectors, diesel fuel injection pump, diesel injectors, diesel vacuum pump.

Cooling System: Water pump. Radiator and heater core only if leaking.

Base Electrical: Alternator, starter motor and solenoid, distributor, ignition coil, ignition module.

REQUIRED SURCHARGES

If You selected any of the below listed Vehicle Type/Required Surcharges on the Schedule Page and paid the applicable surcharge:

1. **Four Wheel Drive / All-Wheel Drive**

   All internal lubricated parts within the drive axle/transaxle assembly including differentials, ring gear, pinion gear, pinion bearings, axle bearings, axle races, axle flange, carrier bearing, center bearings, differential carrier, drive axle bearings, pins, retainers, shims, side gears, slip joint, spider gears. Pinion flange; U joints; axle shafts; CV joints; drive axle; drive shaft; flex disc; half shafts; wheel bearings; yokes; lock ring; lock rings; Automatic locking hubs; manual locking hubs; hub bearings; four-wheel drive actuator motor; front axles; front drive shaft; four-wheel drive engagement switch. **Drive axle housing is only covered if damaged by the failure of an Internal Lubricated Part.**

2. **Turbo / Supercharger**

   All Internal Lubricated Parts of the Turbocharger / Supercharger. The Housing is covered only if damaged by the Failure of an Internal Lubricated Part.

3. **Diesel Engine**

   All **Internal Lubricated Parts** within the engine including pistons, piston rings, piston pins, crankshaft, main bearings, thrust washer, connecting rods, connecting rod bearings, camshaft, camshaft sprocket, camshaft bearings, timing chain, timing chain gears, timing chain guides, timing chain tensioner, push rods, rocker arms, rocker arm shafts, balance shaft, hydraulic lifters, solid lifters, intake valves, exhaust valves, valve guides, valve springs, valve spring retainer, valve keepers, valve stem seals, oil pump, silent shaft. Harmonic balancer; intake manifold; exhaust manifold; vacuum pump; freeze plugs; EGR cooler; throttle valve cable; engine mounts; glow plugs. **Engine block, oil pan and cylinder heads are covered only if damaged by the failure of an Internal Lubricated Part.**

4. **Up to Six Inch Lift or Four Inch Drop**

   We will provide coverage if Your Vehicle is street legal in the state where You reside, covered component Breakdowns in Vehicles lifted between [two inches (2") and six inches (6"), and vehicles lowered up to four inches (4"), subject to the terms and conditions herein. **NOTE: All parts used to lift or lower the Vehicle are not covered in any instance.**

OPTIONAL SURCHARGES

If You selected any of the below listed Vehicle Type/Optional Surcharges on the Schedule Page and paid the applicable surcharge:

1. **Qualified Commercial**

   We will provide coverage for those Vehicles defined as Commercial Use Vehicles. If the Vehicle is registered in the name of a business, the optional Commercial Use surcharge must be paid, regardless of whether or not the Vehicle is being used for commercial purposes. **Vehicles that are used in excess of manufacturer's G.V.W. or exceed manufacturer's recommendation use are not eligible. Vehicles used for construction purposes, delivery purposes, commercial towing, commercial farm operation, tow trucks, snowplows any type of emergency vehicles, volunteer public service(s), motor pool vehicles, rental, taxi cabs, livery or for excessive hauling and pulling are excluded from coverage hereunder.** (This does not include rideshare i.e. Uber or Lyft.)

2. **Hybrid Battery Replacement**

   Your Vehicle is a hybrid or plug-in electric hybrid, the propulsion battery is covered subject to the following:

   1. Limitations to Coverage: Your Vehicle's propulsion battery pack has suffered a Breakdown only when it retains less than seventy percent (70%) of its original charge-holding capacity.
   2. Diagnostic Requirement: In order to determine if there is a Breakdown of the propulsion battery pack, the Administrator may require Your Vehicle to undergo an extended charge capacity test. The extended charge capacity test is prescribed by the manufacturer of Your Vehicle. If the failure to the propulsion battery does not qualify as a Breakdown under the terms of this Agreement, You must pay for all diagnostic, teardown and repair charges.
   3. Repair or Replacement of Propulsion Battery Parts: The propulsion battery pack may be repaired, replaced with rebuilt units, replaced with aftermarket units, or replaced with new units, at the sole discretion of the Administrator.
   4. Deductible: Regardless of the Deductible for standard coverage under this Agreement, You will be required to pay a one thousand dollar ($1,000.00) Deductible for Hybrid/EV Battery repair or replacement.

3. **Ride Share**

   We will provide coverage for those privately owned Vehicles in service used for Uber, Lyft, etc.

ADDITIONAL BENEFITS UNDER THIS CONTRACT

RENTAL CAR/SUBSTITUTE TRANSPORTATION:
In the event of a covered **Breakdown**, when **Your Vehicle** has a repair time that exceeds eight (8.0) hours, in accordance with the Manufacturers labor guide, **We** will reimburse up to thirty dollars ($30.00) per day for six (6) days not to exceed one-hundred eighty dollars ($180.00) per occurrence from a licensed rental car facility. The above is not payable if the Contract holder has other substitute transportation coverage available. This coverage also applies while the **Covered Vehicle** is under the Manufacturer's Warranty. This coverage is not subject to a **Deductible.**

TOWING:
We will furnish **You** or reimburse **You** for **Your** actual incurred towing cost up to a maximum fifty dollars ($50.00 per occurrence), if the tow was necessary because of a covered **Breakdown** of a part covered under this **Contract**. The above is not payable if the contract holder has other towing coverage available unless the towing charge exceeds the other coverage. This coverage applies while the covered **Vehicle** is under the Manufacturer's Warranty and the **Breakdown** would have been covered by this **Contract**. This coverage is not subject to a **Deductible.**

ROADSIDE ASSISTANCE:

Roadside Assistance is available twenty-four (24) hours a day/three hundred sixty-five (365) days a year anywhere in the United States (including Alaska and Hawaii) and Canada. **For Roadside Assistance, You must call 1-888-246-2014.** All of the Roadside Assistance benefits are provided by Auto Knight Motor Club, Inc., Administrative Office located at: [10751 Deerwood Park Blvd., Ste. 200, Jacksonville, FL 32256, (888) 246-2014].

- Towing Assistance – When towing is necessary, the **Vehicle** will be towed to the nearest qualified **Repair Facility** or to another location requested by the driver of the **Vehicle**.
- Flat Tire Assistance – Service consists of the removal of the **Vehicle's** flat tire and its replacement with the spare tire located with the **Vehicle**, or the servicer will drive **You** to the closest tire store for repair.
- Fuel, Oil, Fluid and Water Delivery Service – An emergency supply of fuel (3 gallons), oil, fluid, and water will be delivered if the **Vehicle** is in immediate need. **You** must pay for the fuel or other fluid when it is delivered.
- Lock-Out Assistance – If **Your** keys are locked inside the **Vehicle**, assistance will be provided to gain entry into the **Vehicle**.
- Battery Assistance – If battery failure occurs, a jump start will be provided to start **Your Vehicle**.

Your coverage begins on the **Vehicle** Purchase Date shown on the **Schedule Page** and terminates on the expiration of the **Coverage Term** of **Your Contract** shown on the **Schedule Page**. **You** will only have to pay for any non-covered expenses or costs in excess of **Your** one hundred dollars ($100.00) per occurrence maximum.

In the event **Your Vehicle** is disabled, a service vehicle will be dispatched to **Your** location to assist. **Important:** Please be with **Your Vehicle** when the service provider arrives, unless it is unsafe to remain with the **Vehicle**, as the service provider cannot service an unattended **Vehicle**. In the event that service is not obtainable through Auto Knight Motor Club, Inc., **You** will receive an authorization number to receive a refund of payments made according to **Your** plan benefit and coverage limits for services received independently. **You** must first contact Auto Knight Motor Club, Inc., for authorization to obtain independent services.

The following items are not included as part of the Roadside Assistance benefit:

- **Coverage shall not be provided in the event of emergencies resulting from the use of intoxicants or narcotics, or the use of the Vehicle in the commission of a felony;**
- **Cost of parts, replacement keys, fluids, lubricants, fuel, material, additional labor relating to towing, or the cost of installation of products;**
- **Non-emergency towing or other non-emergency service;**
- **Non-emergency mounting or removing of snow tires or chains;**
- **Shoveling snow from around a Vehicle, tire repair, extrication or winching, motorcycles, trucks over one-and- a-half-ton capacity**
- **Antique vehicles (meaning vehicles over 20 years old or out of manufacture for 10 years or more), taxicabs, limousines, or other commercial vehicles. recreational vehicles (RVs), camping trailers, travel trailers, or any vehicles in tow;**
- **Any and all taxes or fines; damage or disablement due to collision, fire, flood or vandalism;**
- **Towing from or repair work performed at a service station, garage or repair shop; towing by a non-licensed service provider or garage; vehicle storage charges; a second tow for the same disablement; Service on a Vehicle that is not in a safe condition to be towed or serviced or that may result in damage to the Vehicle if towed or serviced. towing or service on roads not regularly maintained, such as sand beaches, open fields, forests, and areas designated as not passable due to construction, etc; towing at the direction of a law enforcement officer relating to traffic obstruction, impoundment, abandonment, illegal parking, or other violations of law;**
- **Repeated service calls for a Vehicle in need of routine maintenance or repair;**
- **Services received independently from Auto Knight Motor Club, Inc., without prior authorization from Auto Knight Motor Club, Inc. Only one (1) disablement for the same service type during any seven (7) day period will be accepted.**

THIS IS NOT A ROADSIDE ASSISTANCE REIMBURSEMENT SERVICE.

FILING A CLAIM

INSTRUCTIONS TO BE FOLLOWED IN THE EVENT OF A Covered BREAKDOWN

- When YOU have a BREAKDOWN:
  a. Be sure the **Covered Vehicle** is protected from further damage. Take immediate action to prevent further damage to your vehicle. Any damage resulting from continued operation of an impaired vehicle will constitute failure to protect your vehicle and will not be covered by this **Contract**.
  b. Take Your Vehicle to the nearest **Authorized Repair Facility** immediately for Diagnosis.
  c. Tell the service facility to visit the claims website www.dealerloyaltyprotection.com and select "FILE A CLAIM" for 24/7 claims submission.
  d. For further assistance, contact the **Administrator** (844) 241-5518
  e. Furnish the authorized repair facility with receipts evidencing the continuation of service requirements.
  f. Prior to proceeding with repairs, ensure that the **Repair Facility** contacts the Administrator and obtains authorization to proceed with the repair. **IMPORTANT: CONTRACT HOLDER ASSUMES ALL LIABILITY FOR PAYMENT OF REPAIRS THAT ARE NOT AUTHORIZED TO THE REPAIR FACILITY INCLUDING BUT NOT LIMITED TO THE INITIAL DIAGNOSTIC CHECK IF THE CLAIM IS NOT DEEMED TO BE A COVERED REPAIR.**
  g. The **Administrator** reserves the right to inspect the **Covered Vehicle** before the performance of repair or replacement.
  h. Pay the applicable deductible (if any) and all charges for service not covered by this **Contract**. **NOTE: You** are responsible for authorizing inspection or teardown of your vehicle by the repair facility to determine the cause of failure. **If the failure is not covered under this Contract, you will be responsible for these costs.**

CONTRACT HOLDER RESPONSIBILITIES

(1) MAINTENANCE REQUIREMENTS

You must keep all fluids at proper levels and have Your Vehicle checked and serviced in accordance with the manufacturer's recommendations as outlined in the Owner's Manual provided by the manufacturer of Your Vehicle.

NOTE: Your Vehicle Owner's Manual lists different servicing recommendations based on Your individual driving habits and climate conditions. You are required to follow the maintenance schedule that applies to Your conditions. Failure to follow the manufacturer's recommendations that apply to Your specific conditions may result in the denial of coverage.

(2) PROOF OF MAINTENANCE LOG

It is required that You retain "Proof" of maintenance for the service and/or repair work on Your Vehicle, regardless if work was performed by You or a Repair Facility. "Proof" means repair orders from a Repair Facility or a self-maintained log that has corresponding "purchase receipts" for all maintenance performed, including the current mileage at the time service was performed. The self-maintained log without corresponding "purchase receipts" is not acceptable "proof" of maintenance. Repair order must be readable and understandable, with customer complaint and repair diagnosis, parts, labor hours, vehicle identification number, date, vehicle mileage, Your name and signature, Repair Facility name, address and phone number, repair totals, Deductible (if applicable), and method of payment to satisfy the repair order. "Proof" of maintenance and/or Your self-maintained log with corresponding receipts, may be requested by the Administrator for related repairs.

(3) EMERGENCY REPAIRS - (non-business hours only)

Emergency repairs are only those repairs, which, if not performed, would render Your Vehicle inoperable or unsafe to drive and impair its future operation. If emergency repairs covered by this Contract are required outside the Seller's or Administrator's business hours, You should deliver Your Vehicle to a Repair Facility and have the necessary repairs performed at a reasonable and customary charge. On the next business day, You should report the repairs to the Administrator for reimbursement, You will be required to provide repair order/invoice for review.

EXCLUSIONS:

What Is Not Covered:

SEE THE "COVERED VEHICLE PARTS" SECTION ON THE FRONT HEREOF FOR A DESCRIPTION OF THE COVERAGE PROVIDED, IN ADDITION SEE "DEDUCTIBLE", "RENTAL CAR","TOWING" AND "SERVICE REQUIREMENTS." THE FOLLOWING ARE EXCLUSIONS UNDER THIS VEHICLE SERVICE CONTRACT PROGRAM.

THIS CONTRACT DOES NOT APPLY TO THE FOLLOWING:

1) **FOR ANY BREAKDOWN OCCURRING PRIOR TO THE CONTRACT PURCHASE DATE, OR IF THE INFORMATION PROVIDED BY YOU OR THE REPAIR FACILITY CANNOT BE VERIFIED AS ACCURATE OR IS FOUND TO BE DECEPTIVELY INACCURATE.**
2) **ANY COVERED BREAKDOWN OR FAILURE FOR WHICH THE MANUFACTURER IS RESPONSIBLE UNDER ITS WARRANTY, OR UNDER THE REPAIRER'S GUARANTEES.**
3) **IF YOUR VEHICLE DOES NOT HAVE A VALID MANUFACTURER VEHICLE IDENTIFICATION NUMBER (VIN) OR IS TITLE BRANDED AS SALVAGE, JUNK, REBUILT, TOTALED, FLOOD DAMAGED OR MANUFACTURER'S BUY BACK.**
4) **ANY LOSS OR EXPENSE THAT IS THE DIRECT RESULT OF A MECHANICAL OR STRUCTURAL DEFECT FOR WHICH THE MANUFACTURER HAS PUBLICLY ANNOUNCED ITS RESPONSIBILITY BY ANY MEANS OR BY A RECALL FOR THE PURPOSE OF CORRECTING SUCH DEFECT, EXCEPT THAT WE WILL REIMBURSE YOU THE DIFFERENCE BETWEEN ANY DEDUCTIBLE CHARGED BY THE MANUFACTURER AND THE DEDUCTIBLE CONTAINED HEREIN IF APPLICABLE. THE PROVISIONS FOR CAR RENTAL AND TOWING SHALL APPLY DURING THE PERIOD OF THE MANUFACTURERS RECALL SO LONG AS THE BREAKDOWN OR FAILURE IS COVERED BY THIS CONTRACT.**
5) **IF THE ODOMETER HAS STOPPED OR HAS BEEN ALTERED OR DISCONNECTED AND MISREPRESENTS YOUR VEHICLE'S ACTUAL MILEAGE.**
6) **FOR DAMAGE AND/OR BREAKDOWN, SUBSEQUENT TO YOUR PURCHASE OF THIS SERVICE CONTRACT, RESULTING FROM PHYSICAL DAMAGE, COLLISION, ROAD HAZARD, FIRE, THEFT, VANDALISM, RIOT, ACTS OF TERRORISM, EXPLOSION, LIGHTNING, EARTHQUAKE, WINDSTORM, VOLCANIC ERUPTION, FREEZING, RUST OR CORROSION, WINDSTORM, HAIL, WATER OR FLOOD, ACTS OF GOD, SALT, ENVIRONMENTAL DAMAGE, CHEMICALS, CONTAMINATION OF FLUIDS, FUELS, COOLANTS, OR LUBRICANTS.**
7) **MISUSE OR ABUSE: NEGLIGENCE, MODIFICATION, ALTERATION, TAMPERING, DISCONNECTION, IMPROPER ADJUSTMENTS OR REPAIRS, INSTALLATION OF PARTS NOT EQUIVALENT IN QUALITY AND DESIGN TO PARTS SUPPLIED BY MANUFACTURER OR ADD ON PARTS.**
8) **TOWING OR PULLING: PULLING A TRAILER OR ANOTHER VEHICLE UNLESS YOUR VEHICLE IS PROPERLY EQUIPPED FOR THIS PURPOSE AS RECOMMENDED BY THE MANUFACTURER.**
9) **FOR MAINTENANCE SERVICES AND PARTS DESCRIBED IN YOUR VEHICLE OWNER'S MANUAL AS SUPPLIED BY THE MANUFACTURER AND OTHER NORMAL MAINTENANCE SERVICESAND PARTS WHICH INCLUDE, BUT ARE NOT LIMITED TO: ALIGNMENTS, ADJUSTMENTS, CLEANING, WHEEL BALANCING, TUNE-UPS, SPARK PLUGS, SPARK PLUG WIRES, FILTERS, RUBBER HOSES, DRIVE BELTS, BRAKE PADS, BRAKE LININGS/SHOES, WIPER BLADES, FILTERS, LUBRICANTS, COOLANTS, FLUIDS AND REFRIGERANTS, SHOP SUPPLIES AND ENVIRONMENTAL WASTE CHARGES.**
10) **FOR ANY BREAKDOWN CAUSED BY MISUSE, ABUSE, NEGLIGENCE, LACK OF SCHEDULED MAINTENANCE REQUIRED BY THE MANUFACTURER'S MAINTENANCE SCHEDULE FOR YOUR VEHICLE (FOR EXAMPLE, SOME MANUFACTURERS REQUIRE THE TIMING BELT TO BE REPLACED AT SPECIFIC INTERVALS), OR IMPROPER SERVICING OR REPAIRS PERFORMED BY YOU OR A REPAIR FACILITY. FOR ANY BREAKDOWN CAUSED BY SERVICING OR REPAIRS PERFORMED BY YOU OR A REPAIR FACILITY. FOR ANY BREAKDOWN CAUSED BY SLUDGE BUILDUP RESULTING FROM YOUR FAILURE TO PERFORM RECOMMENDED MAINTENANCE SERVICES, YOUR FAILURE TO MAINTAIN PROPER LEVELS OF LUBRICANTS AND/OR COOLANTS.**
11) **COMMERCIAL USE OR RIDESHARE USE OF THE COVERED VEHICLE UNLESS SURCHARGE IS PAID.**
12) **FOR STORAGE CHARGES.**
13) **MOTOR TUNE UP AND MAINTENANCE ITEMS SUCH AS OIL CHANGE FILTERS, FLUIDS, UNLESS REQUIRED IN CONNECTION WITH REPAIR OF A COVERED COMPONENT OR PART.**
14) **FAILURE OR LOOSENING OF FASTENERS, HARDWARE, CONNECTIONS BOLTS, NUTS, SCREWS.**
15) **IF YOU ARE RENTING THE COVEREDVEHICLE.**
16) **ANY REPAIRS PERFORMED TO THE COVERED VEHICLE NOT SPECIFICALLY AUTHORIZED BY US VIA AN AUTHORIZATION NUMBER ARE NOT COVERED.**
17) **ANY CLAIM PAPERS RECEIVED AFTER SIXTY (60) DAYS FROM THE AUTHORIZATION DATE WILL RESULT IN A CLAIM DENIAL.**
18) **PARTS NOT SPECIFICALLY LISTED AS COVERED UNDER THIS CONTRACT ARE NOT COVERED UNDER THIS CONTRACT OR**

UNAVAILABLE PARTS.

19) **ANY FAILURE OR CLAIM CAUSED BY A CONDITION THAT EXISTED PRIOR TO THE PURCHASE OF THIS CONTRACT.**
20) **ANY ECONOMIC LOSS, INCLUDING LOSS OF TIME, INCONVENIENCE, LODGING, FOOD, STORAGE OR OTHER INCIDENTAL OR CONSEQUENTIAL LOSS OR DAMAGE THAT MAY RESULT FROM A FAILURE.**
21) **SALES TAX UNLESS IF REQUIRED BY LAW.**
22) **ANY ADDITIONAL FEES, SHOP SUPPLIES, FREIGHT.**
23) **COSTS ASSOCIATED WITH TEARDOWNS.**
24) **FLUID SEEPAGE, SEEPAGE IS CONSIDERED A NORMAL CONDITION BY THE MANUFACTURER.**
25) **ANY COVERED PART IF A BREAKDOWN HAS NOT OCCURRED OR IF THE WEAR ON THAT PART HAS NOT EXCEEDED THE TOLERANCES ALLOWED BY THE MANUFACTURER BUT WHICH A REPAIR FACILITY RECOMMENDS OR REQUIRES BE REPAIRED IN CONNECTION WITH A COVERED BREAKDOWN.**
26) **PISTON RINGS AND INTAKE OR EXHAUST VALVES WHICH HAVE NOT SUSTAINED A BREAKDOWN BUT REQUIRING REMOVAL OF CARBON DEPOSITS OR OTHER MATERIALS BY GRINDING AND/OR REFACING OF THE VALVES OR SEATS AND CLEANING AND/OR REPLACEMENT OF THE PISTONS AND PISTON RINGS TO RESTORE ENGINE COMPRESSION OR REDUCE OIL CONSUMPTION.**
27) **FOR ANY OF THE FOLLOWING PARTS: BATTERY (UNLESS YOU HAVE SELECTED AND PAID FOR THE HYBRID BATTERY REPLACEMENT OPTIONAL COVERAGE), BATTERY CABLES, THROTTLE BODY, SHOCK ABSORBERS (INCLUDING AIR SHOCKS AND AIR STRUTS), MANUAL TRANSMISSION CLUTCH ASSEMBLY (FRICTION CLUTCH DISC, PRESSURE PLATE AND THROW OUT AND PILOT BEARING), MANUAL AND HYDRAULIC LINKAGES, TRANSMISSION CABLES, DISTRIBUTOR**

    CAP AND ROTOR, PASSIVE RESTRAINT STSTEMS (INCLUDING SEAT BELTS AND AIR BAGS), GLASS, LENSES, HEADLAMPS, AND PROJECTION LAMP ASSEMBLIES, SEALED BEAMS, LIGHT BULBS, LIGHTS/LED FUSES, CIRCUIT BREAKERS, BRAKE ROTORS AND DRUMS, EXHAUST SYSTEMS, CATALYTIC CONVERTER, EMISSION COMPONENTS, WINDSHIELD WIPER ARMS, WEATHER STRIPS, TRIM, MOLDINGS, BRIGHT METAL, CHROME, UPHOLSTERY AND CARPET, ZIPPERS, NUTS, BOLTS AND FASTENERS (NON-COVERED COMPONENTS ONLY), FREEZE PLUGS, CUP HOLDERS, ASH TRAYS, DASH PAD, SQUEAKS, RATTLES, WATER LEAKS, WIND NOISE, SEAT FRAMES, PAINT, OUTSIDE ORNAMENTATION, INSIDE AND OUTSIDE DOOR HANDLES, HINGES, MIRRORS, MIRROR HINGES, MIRROR HOUSINGS, HUBCAPS, BUMPERS, BODY SHEET METAL AND PANELS, BODY PARTS, FRAME, BRACKETS AND STRUCTURAL BODY PARTS, VINYL AND CONVERTIBLE TOPS, TIRES, AND WHEELS/RIMS/STUDS.
28) **FOR AFTERMARKET ACCESSORIES OR EQUIPMENT, COMPONENTS AND SYSTEMS NOT INSTALLED BY THE MANUFACTURER, INCLUDING BUT NOT LIMITED TO: ANTI-THEFT SYSTEMS, RADAR DETECTORS, CB RADIO, RADIO/SPEAKER EQUIPMENT, CRUISE CONTROL, SUNROOF, SOLAR POWERED DEVICES, TELEPHONES, CELULAR PHONES, TV/VCR/DVD AND RELATED COMPONENTS AND APPLIANCES.**

GENERAL PROVISIONS

We agree that this **Service Contract** covers the above-described **Vehicle** and the repair or replacement of the **Covered Vehicle** parts and applicable labor, per industry recognized labor guides. A **"Breakdown"** of a covered part is defined as **Failure** of such part to meet Manufacturer's Specifications. **We** will pay an authorized **Repair Facility** directly to remedy any **Failure/ Breakdown** related to repair or replacement of such parts provided that the **Contract** holder does not have insurance or manufacturer's warranty covering such repair or replacement. The operation of this **Service Contract** will be concurrent in certain cases with any applicable Factory, Manufacturer's, or Seller's Warranty or particular provisions thereof. **You** are required to pursue those warranties before proceeding with this **Contract. We** will pay reasonable diagnostic and tear down charges in conjunction with a covered **Breakdown** not to exceed the labor time listed in industry recognized labor guides. **Administrator** reserves the right to approve or deny diagnostic and/or tear down charges at the sole discretion of the **Administrator. Administrator** reserves the right to request the **Vehicle** to be relocated to another **Repair Facility** at its sole discretion.

The provisions of this **Service Contract** commence on the **Contract** date and continue until the **Contracts** term has expired, or the **Covered Vehicle's** mileage exceeds the **Contract** terms, whichever comes first. **Replacement will be made with parts of like kind and quality and compatible with the Covered Vehicle's specification**. All parts replaced will be covered under the terms and conditions hereof for the remaining term and/or mileage of this **Contract** as shown above.

DEDUCTIBLE

A covered **Breakdown** coverage is subject to the applicable **Deductible** for each repair visit. However, the **Deductible** does not apply to towing and/or rental car/substitute transportation coverage(s). The **Deductible** indicated on the **Schedule Page** for this **Vehicle Service Contract** will be automatically applied unless **You** selected an alternative option on the **Schedule Page.**

TRANSFER OF CONTRACT

This **Vehicle Service Contract** applies only to the **Contract Holder** and the described covered **Vehicle** listed above. This **Vehicle Service Contract**, however, may be assigned or transferred at the request of a **Contract Holder** to any new owner of the described covered **Vehicle** while the **Vehicle Service Contract** is still in force by written notification ONLY and payment to the **Administrator**
in the amount of fifty dollar $50.00 as a transfer fee. The new owner accepts all contract holder responsibilities including but not limited to providing proof of continuation of the Service Requirements. Transfer to the new owner must be completed within 30 days of vehicle purchase.
If any portion of the manufacturer's warranty is in effect at time of transfer, the transfer of the **Vehicle Service Contract** will be valid only if the manufacturer's warranty is also properly transferred. Completed forms or materials evidencing the properly executed transfer of any manufacturer's warranty **coverage** in effect on a covered **Vehicle** must be received from the **Contract**
Holder in addition to a copy of the bill of sale which lists the current mileage by the **Administrator** before this **Vehicle Service Contract** will be transferred.

CANCELLATIONS

If cancellation is requested during the first thirty (30) days from the **Vehicle Service Contract** purchase date, **We** will refund **You** 100% of the **Vehicle Service Contract** purchase price, less any **Claim** paid. After the first thirty (30) days from the **Vehicle Service Contract** purchase date, **We** will refund **You** a pro rata refund of the **Vehicle Service Contract** purchase price, based on the greater number of the days in force or the miles driven compared to the total **Term** remaining of the **Vehicle Service Contract**. **We** may cancel this **Vehicle Service Contract** for material misrepresentation or fraud at time of sale. If a refund is owed, the refund will be paid or credited within thirty (30) days from the date **We** or **Seller/Dealer** receive notice of cancellation from **You**. If **We** cancel this **Vehicle Service Contract, We** will refund **You** 100% of the **Vehicle Service Contract** purchase price, less any **Claim** paid. If **Your Vehicle Service Contract** is financed, the **Lienholder** has the right to receive any portion of the cancellation refund amounts. If **We** cancel this **Contract** and a refund is owed, the refund will be paid or credited within thirty (30) days from the effective date of the cancellation. If **Your** Vehicle is repossessed, stolen or declared a total loss, **You** authorize the **Lienholder** to cancel this **Vehicle Service Contract** without **Your** additional authorization. If the **Lienholder** cancels this **Contract** and a refund is owed, the refund will be paid or credited within thirty (30) days from the date **We** or the **Dealer/Seller**

receives notice of the request to cancel from the **Lienholder**. The **Lienholder**, if any, will be named on a cancellation refund check as their interest appears on the **Schedule Page.**

1. Visit www.dealerloyaltyprotection.com and select Request Cancellation. Once **You** complete the required fields and submit, please notify the **Seller/Dealer** whom **You** purchased this **Vehicle Service Contract** from that you requested a cancellation directly from the **Administrator**. **Your** refund if you have a loan will be issued directly to the lienholder from **Us**. If **You** do not have a loan, **You** will receive funds from **Us** directly. If **You** previously had a loan, the **Seller/Dealer** may ask **You** for proof that **You** have satisfied the lien.

ALL CANCELLATIONS AFTER THE FIRST THIRTY (30) DAYS ARE SUBJECT TO A $50.00 CANCELLATION FEE, payable to the Administrator.
(There is no cancellation fee if this Contract is cancelled by Us.)

Insurance Statement

Our obligations to perform under this **Contract** are insured under an insurance policy issued by Lyndon Southern Insurance Company [10751 Deerwood Park Blvd., Ste. 200, Jacksonville, FL 32256, Tel: (800) 888-2738], except in Georgia, New York and Wisconsin.

In Georgia, the **Obligor** is insured under an insurance policy issued by Insurance Company of the South [10751 Deerwood Park Blvd., Ste. 200, Jacksonville, FL 32256, Tel: (800) 888-2738].

In New York and Wisconsin, the **Obligor** is insured under an insurance policy issued by Blue Ridge Indemnity Company, [10751 Deerwood Park Blvd., Ste. 200, Jacksonville, FL 32256, Tel: (800) 888-2738].

If the **Obligor** fails to pay an authorized claim within sixty (60) days, or if the Obligor becomes insolvent or ceases to conduct business during the term of this **Contract**, **You** may submit **Your** claim directly to the applicable insurer at the above address for consideration.

DISPUTE RESOLUTION/ARBITRATION AGREEMENT AND CLASS ACTION WAIVER

PLEASE READ THIS DISPUTE RESOLUTION/ARBITRATION AGREEMENT AND CLASS ACTION WAIVER, INCLUDING THE OPT- OUT PROVISION, CAREFULLY TO UNDERSTAND Your RIGHTS. IT REQUIRES THAT CLAIMS (AS DEFINED BELOW BE RESOLVED SOLELY THROUGH BINDING ARBITRATION ON AN INDIVIDUAL BASIS, RATHER THAN BY A JURY OR IN A CLASS ACTION.

Arbitration is a method of resolving any Claim without filing a lawsuit. In this Arbitration Agreement and Class Action Waiver (collectively including all of this section of this **Contract**), **You, We,** and the **Administrator/Obligor** (the "Parties") are agreeing to submit any and all Claims to binding arbitration on an individual basis for resolution. This Arbitration Agreement and Class Action Waiver sets forth the terms and conditions of Our agreement to binding arbitration. The Parties agree that any and all claims, disputes and controversies related in any way to this **Contract,** including but not limited to claims related to the underlying transaction giving rise to this Contract, or claims related to the sale, financing or fulfillment of this **Contract** (collectively "Claims"), shall be resolved by final and binding arbitration. "Claims" shall be given the broadest meaning possible and includes, without limitation, Claims arising under agreement, tort, statute, regulation, rule, ordinance or other rule of law or equity, and Claims against any of **Our** or the **Administrator's** owners, shareholders, members, affiliates, subsidiaries, divisions, directors, officers, employees, representatives, agents, successors, or assigns. "Claims" does not include a statutory claim for public injunctive relief brought under any California statute enacted for a public reason, provided that **You** are a California resident or that **You** purchased **Your Contract** in California. In arbitration, Claims are resolved by an arbitrator and not by a judge or jury. THE PARTIES, INCLUDING **You**, WAIVE ANY RIGHT TO HAVE CLAIMS DECIDED BY A JUDGE OR JURY.

In addition, except as expressly stated in the Class Action Waiver or otherwise expressly stated herein, the arbitrator shall have exclusive authority to decide all issues related to the enforcement, applicability, scope, validity, and interpretation of this Arbitration Agreement, including but not limited to any unconscionability challenge or any other challenge that the Arbitration Agreement is void, voidable or otherwise invalid. Notwithstanding this Contract to arbitrate, each of the Parties retains the right to seek remedies in small claims court to resolve any Claim, on an individual basis, within the jurisdiction of small claims court.

You acknowledge **Your** understanding that all Parties hereunder are waiving their rights to go to court, except for small claims court, to resolve any Claims arising under or related to this Contract. The Parties agree and acknowledge that the transaction evidenced by this Contract affects interstate commerce. The Parties further agree that all issues relating to this Arbitration Agreement and Class Action Waiver, including its enforcement, scope, validity, interpretation, and implementation, will be determined pursuant to federal substantive law and the substantive and procedural provisions of the Federal Arbitration Act ("Act"), 9 U.S.C. §§ 1-16. If federal substantive law holds that state law should apply to any issue relating to this Arbitration Agreement and Class Action Waiver, then the law of the state where **You** purchased the Contract shall apply, without regards to conflicts of law. **CLASS ACTION WAIVER.** All Claims must be brought solely in an individual capacity, and not as a plaintiff or class member in any purported class action, collective action, representative action, mass action, private attorney general action or action on behalf of the general public, or similar proceeding (any such action is referred to herein as a "Class Action"). **NO CLAIM WILL BE ARBITRATED ON A CLASS ACTION BASIS.** The Parties, including **You**, expressly waive any right or ability to bring, assert, maintain, or participate as a class member in any Class Action in court, arbitration, or any other forum, and the right for anyone to do so on **Your** behalf. The arbitrator may not consolidate more than one person or entity's claims, and may not otherwise preside over any Class Action. The arbitrator shall not have the authority to combine or aggregate multiple persons' or entities' Claims or discovery, to conduct a Class Action or to make an award to any person or entity not a party to the arbitration. Notwithstanding anything to the contrary, the Parties agree that the enforcement, applicability, scope, validity, and/or interpretation of this Class Action Waiver shall be decided by a court of competent jurisdiction and not by an arbitrator. If this Class Action Waiver is ruled unenforceable or is interpreted to not prevent a Class Action, then the Arbitration Agreement shall be null and void, and any Claims shall proceed in a court of law and not in arbitration.

The Parties agree that if an arbitrator renders a decision regarding the enforcement, applicability, scope, validity, and/or interpretation of this Class Action Waiver, or determines that a Class Action may proceed in arbitration, then: (1) the arbitrator has exceeded his powers, pursuant to §10(a)(4) of the FAA, by taking such action; (2) either party may seek immediate review of that decision by a court of competent jurisdiction; and (3) a court of competent jurisdiction shall apply a "de novo" standard of review of that decision if such standard of review is allowed by the common law or statutes of that state. The Parties, including **You**, agree that if for any reason a Claim proceeds to Court, rather than arbitration, (1) the Claim will proceed solely on an individual, non-class, non-representative basis, and (2) no Party may be a class representative or class member or otherwise participate in any **Class Action.** The arbitration shall be administered by the American Arbitration Association ("AAA"). The

arbitration shall be conducted pursuant to the AAA Consumer Arbitration Rules (the "Code"). Information on AAA and a copy of the Code may be found at the following URL: American Arbitration Association, www.adr.org. The arbitration will be governed by federal substantive law and the substantive and procedural provisions of the Federal Arbitration Act ("Act"), 9 U.S.C. §§ 1-16. If federal substantive law holds that state law should apply to any issue relating to the arbitration, then the law of the state where **You** purchased the Contract shall apply, without regards to conflicts of law. The arbitration will occur before a single, neutral arbitrator selected in accordance with the Code in effect at the time the arbitration is commenced. If **Your** total damage claims (not including attorney's fees) do not exceed twenty five thousand dollars ($25,000), then all **Claims** shall be resolved by the Code's Procedures for the Resolution of Disputes through Document Submission, except that a Party may ask for a hearing or the arbitrator may decide that a hearing is necessary. If a hearing is held, **You** have a right to attend the arbitration hearing in person, and **You** may choose to have any arbitration hearing held in the county in which **You** live, the closest AAA location to **Your** residence, or via telephone. In the event that the specified arbitration forum is unavailable, the Parties may agree on a substitute arbitration forum. If the Parties cannot agree, a court of competent jurisdiction may appoint a substitute arbitration forum. For information about how to initiate arbitration with the AAA, the Parties may refer to the AAA Code and forms at www.adr.org. If **You** initiate arbitration with AAA, **You** must pay the AAA filing fee in an amount no greater than the fee **You** would have to pay if **You** filed a complaint in federal court. We will pay any remaining Costs of arbitration required by the Code ("Arbitration Costs"); however, if the arbitrator determines that any of **Your** claims are frivolous, **You** shall bear all of the Arbitration Costs. If We initiate arbitration against **You**, We will pay the AAA filing fee and the Arbitration Costs. Each party will pay his/her/its own attorney's fees, as well as costs relating to proof and witnesses, regardless of who prevails, unless applicable law and/or the Code gives a party the right to recover any of those fees from the other party. An arbitration award may not be set aside except upon the limited circumstances set forth in the Federal Arbitration Act. An award in arbitration will be enforceable under the Federal Arbitration Act by any court having jurisdiction.

The time for commencing an arbitration asserting any **Claim** shall be determined by reference to the applicable statute(s) of limitations, including the applicable rules governing the commencement of the limitations period, and a **Claim** in arbitration is barred to the same extent it would be barred if it were asserted in court of law or equity rather than in arbitration. If any portion of this Arbitration Agreement is deemed invalid or unenforceable, all the remaining portions of this Arbitration Agreement shall nevertheless remain valid and enforceable, provided, however, that if any portion of the Class Action Waiver is deemed invalid or unenforceable, then this Arbitration Agreement shall be invalidated and unenforceable in its entirety. In the event of a conflict or inconsistency between this Arbitration Agreement and Class Action Waiver and the other provisions of this Contract or any other agreement, this Arbitration Agreement and Class Action Waiver governs.

OPT-OUT PROVISION. You SHALL HAVE THE RIGHT TO OPT OUT OF THIS ARBITRATION AGREEMENT AND CLASS ACTION WAIVER BY PROVIDING WRITTEN NOTICE OF Your INTENTION TO DO SO TO Us WITHIN THIRTY (30) DAYS OF THE PURCHASE OF THIS Contract (THE DATE OF PURCHASE BEING INDICATED ON Your Contract. To opt out, **You** must send written notice to either: (1) [10751 Deerwood Park Blvd., Suite 200, Jacksonville, FL 32256], Attn: Legal or (2) legal@fortegra.com, with the subject line, "Arbitration/Class Action Waiver Opt Out." **You** must include in **Your** opt out notice: (a) **Your** name and address; (b) the date **You** purchased **Your** Contract; and (c) the Dealer/Seller. If **You** properly and timely opt out, then all Claims will be resolved in court rather than arbitration.

Privacy Policy: It is Our policy to respect the privacy of Our customers. For information on Our privacy practices, please review Our privacy policy at www.fortegra.com.

LIMITED APPLICABILITY OF THE FEDERAL MAGNUSON-MOSS WARRANTY ACT:

You agree and acknowledge that **You** have paid an additional fee for this **Contract** that is separate and apart from the purchase price **You** paid for the **Covered Vehicle**. Because of that separately stated consideration, **You** agree and acknowledge that this **Contract** is not part of the basis of the bargain for **Your** purchase of the **Covered Vehicle**. **You** further agree and acknowledge that **We**, the **Administrator/Obligor** under this **Contract**, are not the supplier of the **Covered Vehicle**. Consequently, this **Contract** is not a "written warranty" under the Federal Magnuson-Moss Warranty Act. As a result, this **Contract** is not subject to the provisions of the Magnuson-Moss Warranty Act that apply only to a "written warranty".

LIMITATION OF LIABILITY: *THIS CONTRACT SETS OUT THE FULL EXTENT OF OUR RESPONSIBILITIES. NEITHER THE OBLIGOR NOR THE PROGRAM ADMINISTRATOR SHALL BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, EXPENSES ARISING OUT OF THIRD PARTY CLAIMS, LOSS OF USE OF THE VEHICLE, INCONVENIENCE, OR ANY OTHER LOSS), WHETHER OR NOT CAUSED BY OR RESULTING FROM BREACH OF CONTRACT, NEGLIGENCE, OR OTHER WRONGFUL ACT OR OMISSION, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.*

NEITHER THE OBLIGOR NOR THE PROGRAM ADMINISTRATOR AUTHORIZE ANY PERSON, ENTITY OR DEALER TO CREATE FOR THEM ANY OTHER OBLIGATION OR LIABILITY IN CONNECTION WITH THIS PRODUCT.

SPECIAL STATE REQUIREMENTS

The following SPECIAL STATE DISCLOSURES AND/OR REQUIREMENTS apply to this **Agreement** and supersede any other provision(s) herein to the contrary. **We** have made every effort to include all required state notices; however, should a required notice be in effect as of the **Contract** Purchase Date not be listed below, such state law or regulation will take precedence over the terms of this **Contract**.

ALABAMA: CANCELLATION section is modified as follows: The **Contract Holder** may cancel this **Contract** within thirty (30) days of the **Contract** Purchase Date, and receive a full refund of the total **Contract** Purchase Price, less any claims paid. The **Contract Holder** may cancel this **Contract** after thirty (30) days and receive a pro-rata refund of the total **Contract** Purchase Price based on the greater number of days in force or the miles driven compared to the total **Contract Term**, less the applicable cancellation fee. A cancellation fee not to exceed twenty-five dollars ($25.00) will be charged for cancellations occurring after thirty (30) days. No cancellation fee will be charged if **We** cancel **Your Contract**. The **Term** of this **Contract** for cancellation purposes will be based on the **Vehicle** Purchase Date and the **Vehicle** mileage on such date. Refunds issued hereunder shall be issued less the value of any services received by the

Contract Holder (including claims paid). A ten percent (10%) penalty per month shall be added to a refund not paid or credited within forty-five (45) days after return of the **Contract** and upon receipt of the **Administrator**. If a refund is owed, the refund will be paid or credited within thirty (30) days from the date the **Obligor** or **Seller** receive notice of cancellation from the **Contract Holder**. The **Contract** will be governed under the laws of the State of Alabama.

ARIZONA: **CANCELLATION** section is amended as follows: The **Agreement Holder** may cancel this **Agreement** and receive a pro-rata refund of the total **Contract** Purchase Price based on the greater number of days in force or the miles driven compared to the total **Contract Term**, less a seventy-five dollar ($75) cancellation fee or ten percent (10%) of the unearned pro rata premium, whichever is less.The **Obligor** section is amended as follows: **We** may cancel this **Agreement** if **Your Vehicle** is found to be modified by **You** in a manner not recommended by the manufacturer after the **Agreement** Purchase Date, or **Your Vehicle** is found to be used for **Commercial Use, unless the surcharge is selected on the Schedule Page and paid for**. **We** may cancel this **Agreement** for non-payment of the **Agreement** Purchase Price, or for **Your** misrepresentation in the submission of a claim. In the event of cancellation, **You** will not be charged for claims paid or repair service fees. **We** may not exclude preexisting conditions if such conditions were known or should reasonably have been known by **Us** or the person selling the **Agreement** on **Our** behalf.
EXCLUSIONS section is amended as follows: **This Agreement does NOT provide coverage if the Vehicle condition occurred after the Agreement Purchase Date.**

Nothing in this Agreement prevents, limits, or waives **Your** rights to file a complaint against **Us** or seek remedy available thereto, with the Arizona Department of Insurance and Financial Institutions, Consumer Protection Division, 100 N. 15th Ave., Suite 261, Phoenix, AZ 85007.

ARKANSAS: CANCELLATION section is modified as follows: Claims paid will not be deducted from **Your** cancellation refund amount. Obligations of the **Obligor** under this **Contract** are insured under a reimbursement insurance policy. If the **Obligor** fails to pay or provide service on a 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 referenced in the **OBLIGATIONS** section of this **Contract**. Arbitration clause is non-binding and voluntary.

COLORADO: In the event the **Obligor** fails to pay an authorized claim within sixty (60) days after proof of loss has been filed, **You** may file a direct claim with the insurance company listed in the **OBLIGATIONS** section of this **Contract**. Policy Number: Multi-AKMC_1stDollar.

CONNECTICUT: CANCELLATION section is modified as follows: **You** may cancel this **Contract** at any time for any reason by submitting a written request to the **Administrator** or **Seller** containing a copy of **Your Contract**.
Under Regulations of Connecticut State Agencies 42-260-3, **We** are required to make reasonable efforts with **You** to resolve disputes regarding this **Contract**. If **You** and **Us** cannot reach an **Contract**, **You** may file a written complaint with the State of Connecticut, Insurance Department, P.O. Box 816, Hartford, CT 06142- 0816, Attention: Consumer Affairs. If the **Contract** period is less than one (1) year, the coverage is automatically extended if the product is being repaired when the **Contract** expires. In-home service is not provided.

FLORIDA: CANCELLATION section is modified as follows: **You** may cancel this **Contract** by submitting a written request to the **Administrator** or **Seller** containing a copy of **Your Contract**. During the first sixty (60) days from the **Contract** Purchase Date, **We** or the **Seller** will refund **You** one hundred percent (100%) of the **Contract** Purchase Price, less any claims paid on **Your Contract**. After the first sixty (60) days from the **Contract** Purchase Date, **We** or the **Seller** will refund **You** a pro rata amount of the **Contract** Purchase Price, based on the greater number of days in force or the miles driven compared to the total **Contract Term**,, less a fifty-dollar ($50) cancellation fee or ten percent (10%) of the unearned pro rata premium, whichever is less. If a refund is owed, the refund will be paid or credited within thirty (30) days from the date the **Obligor** or **Seller** receive notice of cancellation from the **Contract Holder**.
We may cancel this **Contract** during the first sixty (60) days of the **Contract** Purchase Date for any reason. After sixty (60) days, **We** may cancel this **Contract** for material misrepresentation or fraud at time of sale or for non-payment of **Contract** Purchase Price. If **We** cancel this **Contract**, **We** or the **Seller** will refund **You** one hundred percent (100%) of the **Contract** Purchase Price, less any claims paid on **Your Contract**. If **We** cancel this **Contract** for non- payment of the **Contract** Purchase Price by **You**, **We** shall provide **You** notice of cancellation by certified mail. If **Your Contract** is financed, the lienholder has the right to receive any portion of the cancellation refund amounts.
If **Your Vehicle** is repossessed, stolen or declared a total loss, **You** authorize the lienholder to cancel this **Contract**. The rights under this **Contract** are transferred to the **Lienholder** and the **Lienholder** is also entitled to any refund. The lienholder, if any, will be named on a cancellation refund check as their interest may appear. If **We** cancel this **Contract** and a refund is owed, the refund will be paid or credited within thirty (30) days from the effective date of the cancellation.
TRANSFER FEE: The transfer fee is forty dollars ($40).

The Contract Purchase Price charged for this Contract is not subject to regulation by the Florida Office of Insurance Regulation.
Obligations is amended to include: In the state of Florida obligations under this **Contract** are not backed by an insurance policy.
This Contract is amended to include: At the sole discretion of the Administrator, replacement may be made with new, remanufactured, non-OEM or used parts, which are of a like kind and quality comparable with the original design specifications and wear tolerances of Your Vehicle.

GEORGIA: *The **DISPUTE RESOLUTION/ARBITRATION AGREEMENT AND CLASS ACTION WAIVER** section is deleted in its entirety.* CANCELLATION section is modified as follows: If **You** cancel the **Contract** within thirty (30) days of the **Contract** Purchase Date, the cancellation fee will not be charged. After thirty (30) days, the cancellation fee can be no more than ten percent (10%) of the pro-rata refund amount or fifty dollars ($50), whichever is less. If **You** have cancelled this **Contract** and have not received the refund from **Us** or the **Administrator** within sixty (60) days of such cancellation, **You** may contact the Insurance Company identified in the **OBLIGATIONS** section of this **Contract**. In the event of cancellation, **You** will not be charged for claims paid or repair service fees. For cancellations by **You** within thirty (30) days of the **Contract** Purchase Date in which no claims have been filed, a ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within forty-five (45) after **We** receive the cancellation request.
We may cancel this **Contract** for non-payment of the **Contract** Purchase Price for material misrepresentation, or for fraud and no cancellation fee will be charged. The cancellation shall be in writing and shall not be less than thirty (30) days from the date of mailing or delivery in person of such notice of cancellation. If this **Contract** is cancelled after the first thirty (30) days or a claim has been filed, **We** will refund an amount of the **Contract** Purchase Price according to the pro-rata method reflecting the greater number of days in force or the miles driven based on the **Term** of the plan selected and the date **Contract** Purchase Date.

Pre-existing conditions known to **You** are not covered, including any covered part that was broken, worn beyond serviceable limits, or making noise at the time of purchase, or any component or system that was not functioning properly upon the first attempt to operate.
The funding party and lienholder may only cancel for nonpayment in the event of total loss or repossession of the **Vehicle**.

HAWAII: CANCELLATION section is modified as follows: If **You** cancel this **Contract** within the applicable time period for a full refund and no claims have been paid, a penalty of ten percent (10%) per month shall be added to any refund not paid to **You** within forty-five (45) days.
If **We** cancel this **Contract**, **We** will mail a written notice five (5) days prior to the cancellation effective date stating the reason for cancellation and effective date of the cancellation. A notice will not be provided if cancellation is for nonpayment, material misrepresentation, or a substantial breach of duties by **You** relating to the **Vehicle** or its use.

IDAHO: CANCELLATION section is modified as follows: Claims paid will not be deducted from **Your** cancellation refund amount.
If **You** are in need of emergency repairs and are unable to contact **Us** for prior authorization, then **You** may take **Your Vehicle** to any state licensed **Repair Facility** to have the repairs performed prior to authorization by **Us**. In such a case, **You** must contact **Us** as soon as possible to file a claim. Failure to obtain prior authorization from **Us** prior to the performance of a repair will not invalidate a covered claim if **You** show that it was not reasonably possible to do so. Coverage afforded under this **Contract** is not guaranteed by the Idaho Insurance Guarantee Association.
OBLIGATIONS is amended as follows: Obligations of the **Obligor** under this **Contract** are insured under a reimbursement insurance policy. If the **Obligor** fails to pay or provide service on a 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 referenced in the **OBLIGATIONS** section of this **Contract**.

ILLINOIS: CANCELLATION section is modified as follows: If **You** elect cancellation, **We** may retain a cancellation fee not to exceed the lesser of ten percent (10%) of the **Contract** Purchase Price or fifty dollars ($50).
Your Contract is amended to include: **Normal wear and tear is covered except where excluded in COMPONENTS, EXPENSES, AND VEHICLES NOT COVERED**.

INDIANA: **Your** proof of payment to the **Seller** for this **Contract** shall be considered proof of payment. This **Contract** is not insurance and is not subject to Indiana insurance law.
OBLIGATIONS is amended as follows: Obligations of the **Obligor** under this **Contract** are insured under a reimbursement insurance policy. If the **Obligor** fails to pay or provide service on a claim or provide a refund 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 referenced in the **OBLIGATIONS** section of this **Contract**.

IOWA: CANCELLATION section is modified as follows: If cancelled after the first thirty (30) days, the cancellation fee for cancellation by the **Contract Holder** can be no more than ten percent (10%) of the **Contract** Purchase Price or fifty dollars ($50) whichever is less. If **You** cancel this **Contract** within the first thirty (30) days, a ten percent (10%) penalty per month shall be added to a refund that is not made within thirty (30) days of return of this **Contract to Us**.
If **We** cancel this **Contract**, written notice of such cancellation will be mailed to **You** at least fifteen (15) days prior to the date of cancellation. In the event of cancellation by the **Obligor**, notice of cancellation will state the effective date of cancellation and the reason for the cancellation.
Iowa residents only may contact the Iowa Insurance Commissioner at the following address: Iowa Insurance Division, 1963 Bell Avenue, Suite 100, Des Moines, Iowa 50315 (515) 654-6600. This Contract is subject to applicable provisions of Iowa Consumer Credit Code, Chapter 537.

OBLIGATIONS is amended as follows: Obligations of the **Obligor** under this **Contract** are insured under a reimbursement insurance policy. If the **Obligor** fails to pay or provide service on a claim or provide a refund 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 referenced in the **OBLIGATIONS** section of this **Contract**.
For reimbursements for EMERGENCY REPAIRS please call **Our** Claims Department at (800) 242-7316 on the next normal business day during business hours for instructions

KENTUCKY: Transfer fee and Cancellation fee are not applicable.

LOUISIANA: CANCELLATION section is modified as follows: 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 **Contract** to **Us**.
We shall mail a written notice to the **Contract Holder** at the last known address of the **Contract Holder** at least fifteen (15) days prior to cancellation by **Us**. The notice shall state the effective date of the cancellation and the reason for the cancellation. Prior notice is not required if the reason for cancellation is nonpayment of the provider fee, a material misrepresentation by the **Contract Holder** to **Us**, or a substantial breach of duties by the **Contract Holder** relating to the covered **Vehicle** or its use.
This **Contract** is not regulated by the Louisiana Department of Insurance.
Any concerns or complaints regarding this **Contract** may be directed to the Louisiana Attorney General.
The **ARBITRATION** section is voluntary and non-binding.
If **You** are in need of emergency repairs and are unable to contact **Us** for prior authorization, then **You** may take **Your Vehicle** to any state licensed **Repair Facility** to have the repairs performed prior to authorization by **Us**. In such a case, **You** must contact **Us** as soon as possible to open a claim file. Failure to obtain prior authorization from **Us** prior to the performance of a repair will not invalidate a covered claim if **You** show that it was not reasonably possible to do so.

MAINE: CANCELLATION section is modified as follows: The **Contract Holder** may cancel this **Contract** within thirty
(30) days of the **Contract** Purchase Date, and receive a full refund of the total **Contract** Purchase Price plus any applicable sales tax, less any claims paid. The **Contract Holder** may cancel this **Contract** after thirty (30) days and receive a pro-rata refund of the total **Contract** Purchase Price based on the greater number of days in force or the miles driven compared to the total **Contract Term**, less the applicable cancellation fee, in the amount of fifty dollars ($50) or ten percent (10%) of the **Contract** Purchase price, whichever is less. The **Term** of this **Contract** for cancellation purposes will be based on the date of purchase of the **Vehicle** and the **Vehicle** mileage on such date. Refunds issued hereunder shall be issued less the value of any services received by the **Contract Holder** (including claims paid). If a refund is owed, the refund will be paid or credited within thirty (30) days from the date the **Obligor** or **Seller** receives notice of the request to cancel from the **Contract Holder**. A ten percent (10%) penalty per month must be added to a refund that is not paid or credited within forty-five (45)

days after return of the **Contract** to **Us**.
We shall mail a written notice to the **Contract Holder** at the last known address of the **Contract Holder** contained in the records of the **Obligor** at least fifteen (15) days prior to cancellation by **Us**. The notice must state the effective date of the cancellation and the reason for the cancellation. If the **Administrator** cancels this **Contract** within the first thirty (30) days of the **Contract** Purchase Date, a full refund of the total **Contract** Purchase Price will be issued. If the **Administrator** cancels this **Contract** after thirty (30) days, **We** shall refund to the **Contract Holder** one hundred percent (100%) of the unearned pro rata **Contract** Purchase Price, less any claims paid.
If the **Obligor** fails to pay or provide service on a claim, including any claim for the return of the unearned portion of the **Contract** Purchase Price, 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 listed in the **OBLIGATIONS** section of this **Contract**.
For reimbursements for EMERGENCY REPAIRS please call **Our** Claims Department at (800) 242-7316 on the next normal business day during business hours for instructions.

MARYLAND: CANCELLATION section is modified as follows: If **You** are the original **Contract Holder** and **You** cancel this **Contract** within thirty (30) days of the original **Contract** Purchase Date, a full refund will be issued, less any claims paid. If **You** cancel this **Contract** after thirty (30) days, **You** will receive a pro-rata refund of the total **Contract** Purchase Price based on the greater number of days in force or the miles driven compared to the total **Contract Term**. The **Term** of this **Contract** for cancellation purposes will be based on the date of purchase of the **Vehicle** and the **Vehicle** mileage on such date. Refunds hereunder shall be issued less the value of any services received by the **Contract Holder** (including claims paid). The cancellation fee does not apply in Maryland. A ten percent (10%) penalty per month of the **Contract** Purchase Price shall be added to a refund that is not paid within forty-five (45) days of return of this **Contract** to **Us**. If a refund is owed, the refund will be paid or credited within thirty (30) days from the date the **Obligor** or **Seller** receive notice of cancellation from the **CONTRACT HOLDER**.
After forty-five (45) days, **We** cannot cancel this **Contract** except, when there exists:
(1) a material misrepresentation or fraud at the time of sale of the **Contract**; (2) a matter or issue related to the risk that constitutes a threat to public safety; (3) a change in the condition of the risk that results in an increase in the hazard insured against; (4) for non-payment of the **Contract** Purchase Price; or (5) due to the revocation or suspension of the driver's license or motor vehicle registration of the named insured or covered driver under the policy and for reasons related to the driving record of the named insured or covered driver.
The transfer fee does not apply in Maryland.
The cost of tear down and diagnostics are included with loss covered by this **Contract**.
BREAKDOWN/MECHANICAL BREAKDOWN - A breakdown will also be covered if it was caused by normal wear and tear of a covered component.

This **Contract** will be extended automatically if the **Obligor** fails to perform the services under the **Contract**. Likewise, this **Contract** does not terminate until the services are provided in accordance with the terms of the **Contract**. In the event the **Obligor** fails to pay any authorized claim or make any refund or consideration due within sixty (60) days after proof of loss has been filed, **You** may file a direct claim with the insurance company indicated in the **OBLIGATIONS** section of this **Contract**.

MASSACHUSETTS: CANCELLATION section is modified as follows: If **You** are the original **Contract Holder** and **You** cancel this **Contract** within thirty (30) days of the **Contract** Purchase Date, **You** will receive a refund within forty-five (45) days of return of this **Contract** to **Us**; otherwise a ten percent (10%) penalty per month shall be added to a refund. The **Obligor** of this **Contract** is the **Seller** listed on the **Schedule/Registration Page**.

MINNESOTA: CANCELLATION section is modified as follows: A ten percent (10%) penalty per month must be added to a refund that is not paid or credited within forty-five (45) days after return of the **Contract** to the **Administrator**.

If **We** cancel the **Contract**, written notice of such cancellation will be mailed to **You** fifteen (15) days prior to date of cancellation and will state the effective date and the reason for cancellation; five (5) days written notice will be mailed to **You** for non-payment of the **Contract** Purchase Price, material misrepresentation or substantial breach of duties by **You**

MISSISSIPPI: CANCELLATION section is modified as follows: Cancellation fee may not exceed ten percent (10%) of the **Contract** Purchase Price paid by **You**. 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 **Contract** to **Us**.
If **We** cancel the **Contract**, written notice of such cancellation will be mailed to **You** not less than thirty (30) days prior to the effective date of such cancellation and will state the reason for cancellation; ten (10) days written notice will be mailed to **You** for non-payment of the **Contract** Purchase Price, material misrepresentation, or substantial breach of duties by the **Contract Holder** relating to the **Vehicle** or its use. If **We** cancel this **Contract** within the first thirty (30) days of the **Contract** Purchase Date, a full refund of the **Contract** Purchase Price will be issued, less any claims paid. After thirty (30) days, a pro-rata refund of the total **Contract** Purchase Price based on the greater number of days in force or the miles driven compared to the total **Contract Term** will be issued less the amount of any claims paid. This **Contract** is not supported by a manufacturer or distributor.

IMPORTANT NOTICE ABOUT **YOUR** COVERAGE:
1.) This **Contract** includes a binding **ARBITRATION Agreement**.
2.) The **ARBITRATION Agreement** requires that any dispute related to
Your coverage must be resolved by Arbitration and not in a court of law.
3.) The results of the Arbitration are final and binding on **You** and **Us**.
4.) In an Arbitration, one or more arbitrators, who are independent, neutral decision makers, render a decision after hearing the positions.5.) When **You** become an **Contract Holder** under this **Contract**, **You** must resolve any dispute related to the **Contract** by binding arbitration instead of a trial in court, including a trial by jury.
6.) Binding arbitration generally takes the place of resolving disputes by a judge and jury.
7.) Should **You** need additional information regarding the binding arbitration provision in the **Contract**, **You** may contact [(800) 888-2738].

MISSOURI: CANCELLATION section is modified as follows: If the **Contract Holder** cancels within thirty (30) days of the **Contract** Purchase Date, and a claim has been made, a full refund of the total **Contract** Purchase Price will be made less any claims that have been paid. If the **Contract Holder** cancels within the first thirty (30) days of the **Contract** 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 **Contract** to **Us**. The applicable free-look time period on this **Contract** shall only apply to the original **Contract Holder**. If the **Contract**

Holder cancels the **Contract**, written notice of such cancellation will be delivered to the **Contract Holder** by registered mail within forty-five (45) days of the date of termination.
OBLIGATIONS is amended as follows: Obligations of the **Obligor** under this **Contract** are insured under a reimbursement insurance policy. If the **Obligor** fails to pay or provide service on a 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 referenced in the **OBLIGATIONS** section of this **Contract**.
For reimbursements for EMERGENCY REPAIRS please call **Our** Claims Department at (800) 242-7316 on the next normal business day during business hours for instructions.

MONTANA: CANCELLATION section is modified as follows: If **We** cancel this **Contract**, **We** will mail a written notice stating the effective date of and reason for cancellation to **Your** last known address at least five (5) days prior to cancellation, unless the reason for cancellation is nonpayment, material misrepresentation, or substantial breach by the **Contract Holder** relating to the **Vehicle** or its use.

NEBRASKA: The **ARBITRATION** section is deleted in its entirety and replaced with the following: Any claim or dispute in any way related to this **Contract**, by a person covered under this **Contract** against **Us** or **Us** against a person covered under this **Contract**, may be resolved by arbitration only upon mutual consent of the parties. Arbitration pursuant to this section shall be subject to the following:

1) No arbitrator shall have the authority to award punitive damages or attorney's fees;
2) Neither party shall be entitled to arbitrate any claims or disputes in a representative capacity or as a member of a class; and
3) No arbitrator shall have the authority, without the mutual consent of the parties, to consolidate claims or disputes in arbitration.

NEVADA:
CANCELLATION section is modified as follows: **You** may cancel this **Contract** by submitting a written request to the **Administrator** or **Seller** containing a copy of **Your Contract** and the current mileage on **Your Vehicle**. During the first thirty (30) days from the **Contract** Purchase Date, **We** or the **Seller** will refund **You** one hundred percent (100%) of the **Contract** Purchase Price. After the first thirty (30) days from the **Contract** Purchase Date, **We** will refund **You** a pro-rated amount of the **Contract** Purchase Price, based on the greater number of days in force or the miles driven compared to the total **Contract Term**, less a twenty-five dollar ($25) cancellation fee, within forty-five (45) days after the **Contract** has been returned to **Us**. 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 **Contract** to **Us**. If a refund is owed, the refund will be paid or credited within thirty (30) days from the date the **Obligor** or **Seller** receive notice of cancellation from the **Contract Holder**.
We may cancel this **Contract** during the first thirty (30) days of the **Contract** Purchase Date for any reason. After thirty (30) days, **We** may cancel this **Contract** for material misrepresentation or fraud by **You** at time of sale or non-payment of **Contract** Purchase Price by **You**. If **We** cancel this **Contract**, **We** or the **Seller** will refund **You** one hundred percent (100%) of the **Contract** Purchase Price. No claims paid on **Your Contract** will ever be deducted from any refund issued pursuant to this **Contract** in Nevada. If **We** cancel this **Contract**, no cancellation will become effective until at least fifteen (15) days after the notice of cancellation is mailed to **You**. If **Your Contract** is financed, the lender has the right to receive any portion of the cancellation refund amounts. If **Your Vehicle** is repossessed, stolen or declared a total loss, **You** authorize the lender to cancel this **Contract**. In either case, no cancellation will become effective until at least fifteen (15) days after the notice of cancellation is mailed to **You**. If the **Administrator** cancels this **Contract** and a refund is owed, the refund will be paid or credited within thirty (30) days from the effective date of the cancellation.
This **Contract** is non-renewable. Transfer fee may not exceed twenty-five ($25) dollars.
This **Contract** will not cover any unauthorized or non-manufacturer recommended modifications to the **Vehicle**, or any damages arising from such unauthorized or non-manufacturer recommended modifications. However, if the **Vehicle** is modified or repaired in an unauthorized or non-manufacturer recommended manner, **We** will not automatically suspend all coverage. Rather, this **Contract** will continue to provide any applicable coverage that is not related to the unauthorized or non-manufacturer recommended modification or any damages arising therefrom, unless such coverage is otherwise excluded by the terms of this **Contract**. If **You** are not satisfied with the manner in which **We** are handling the claim on the **Contract**, **You** may contact the Commissioner by use of the toll-free number of the Division, (888) 872- 3234 or http://doi.nv.gov/.

NEW HAMPSHIRE: Deduction of claims are not permitted. CANCELLATION section is modified as follows: Any cancellation fee does not exceed the lesser of 10% of the **Contract** purchase price or fifty dollars ($50).

If **You** have any questions regarding this **Contract**, **You** may contact **Us** by mail or by phone. Refer to the front of this **Contract** for **Our** address and toll-free number. In the event **You** do not receive satisfaction under this **Contract**, **You** may contact the New Hampshire Insurance Department at the following address: NH Insurance Department, 21 S. Fruit Street, Suite 14, Concord, New Hampshire 03301 (603) 271-2261 or (800) 852-3416.
The **ARBITRATION** is subject to N.H. Rev. Stat. 542.

NEW JERSEY: CANCELLATION section is modified as follows: If **You** request cancellation of this **Contract** within thirty (30) days of the **Contract** Purchase Date, a ten percent (10%) penalty per month of the **Contract** Purchase Price will be added to the refund that is not made within forty-five (45) days of return of this **Contract** to **Us**.
If **We** cancel this **Contract**, **We** shall mail a written notice to **You** at **Your** last known address at least five (5) days before cancellation. The notice shall state the effective date of the cancellation and the reason for the cancellation. Written notice is not required if canceled due to non-payment by **You** of the **Contract** Purchase Price; a material misrepresentation by **You** to **Us**; or substantial breach of duties by **You** relating to the **Vehicle** or its use.

The product being offered is a service contract and is separate and distinct from any product or service warranty which may be provided by the manufacturer, importer, or seller.

NEW MEXICO: CANCELLATION section is modified as follows: If the **Contract Holder's** refund is not returned within sixty (60) days of return of this **Contract** to **Us**, a ten percent (10%) penalty of the purchase price, for each thirty (30)-day period or portion thereof that the refund remains unpaid will be added to the refund. If the **Contract Holder** cancels this **Contract** thirty (30) days after the **Contract** Purchase Date, a refund of 100% of the unearned pro rata **Contract** Purchase Price will be provided, based on the greater number of days in force or the miles driven compared to the total **Contract Term**, less a cancellation fee

of $50.00 or ten percent (10%) of the **Contract** Purchase Price, whichever is less, and less any claims paid. The right to void this **Contract** is not transferable and applies to only the original **Contract Holder**.
No **Contract** that has been in effect for at least seventy (70) days will be cancelled by **Us** before the expiration of the agreed term of one (1) year after the **Contract** Purchase Date, except on any of the following grounds: (1) **Your** failure to pay an amount when due; (2) **You** are convicted of a crime that results in an increase in the service required under the **Contract**; (3) Discovery of fraud or material misrepresentation by **You** in obtaining the **Contract** or in presenting a claim for service there under; or (4) Discovery of either of the following if it occurred after the **Contract** Purchase Date and substantially and materially increased the service required under the **Contract**: a) An act or omission by **You**; or b) **Your** violation of any condition of the **Contract**. If **We** cancel the **Contract**, notice of such cancellation will be delivered to **You** by registered mail fifteen (15) days prior to cancellation. The notice of cancellation will state the reason for cancellation and will include any reimbursement required. The cancellation will be effective as of the date of termination as stated in the notice of cancellation.

If **You** have any concerns regarding the handling of **Your** claim, **You** may contact the Office of Superintendent of Insurance at 855-427-5674.

NEW YORK: CANCELLATION section is modified as follows: If this **Contract** is originally delivered to **You** by mail, **You** may cancel this **Contract** within thirty (30) days after the **Contract** was mailed to **You** and receive a full refund of the **Contract** Purchase Price provided no claim has been made under the **Contract**. If a full refund is due to **You** under this **Contract**, a ten percent (10%) penalty per month will be added to the refund if it is not made within thirty (30) days of return of the **Contract** to **Us**.

If the **Obligor** cancels, a notice of cancellation will be sent to the **Contract Holder**, which will include the effective date of the cancellation and the reason for the cancellation. The **Obligor** will mail a notice of cancellation to the **Contract Holder** at least fifteen (15) days prior to cancellation.
If **You** are in need of emergency repairs and are unable to contact **Us** for prior authorization, then **You** may take **Your Vehicle** to any state licensed **Repair Facility** to have the repairs performed prior to authorization by **Us**. In such case, **You** must contact **Us** as soon as possible to open a claim file. Failure to obtain prior authorization from **Us** prior to the performance of a repair will not invalidate a covered claim if **You** show that it was not reasonably possible to do so. Additionally, failure to furnish **Us** with copies of repair orders and other requested receipts or documents within thirty (30) days of the repair will not invalidate a covered claim if **You** show that it was not reasonably possible to do so.
OBLIGATIONS is amended as follows: Obligations of the **Obligor** under this **Contract** are insured under a reimbursement insurance policy. If the **Obligor** fails to pay or provide service on a 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 referenced in **OBLIGATIONS** section of this **Contract**.

This **Contract** is amended to include: This **Contract** does NOT provide coverage for any of the following parts or services: Repair or replacement of a covered component/part to correct conditions that may reasonably be assumed to have existed at the inception date of the coverage provided by this **Contract** (pre-existing conditions) and Incidental or consequential damages, except as expressly provided otherwise in this **Contract**, including personal injury, physical damage, loss of use, loss of time, storage charges, inconvenience, and commercial loss.
This Contract is amended to include: At the sole discretion of the Administrator, replacement may be made with new, remanufactured, non-OEM or used parts, which are of a like kind and quality comparable with the original design specifications and wear tolerances of Your Vehicle.

NORTH CAROLINA: CANCELLATION section is modified as follows: a fifty-dollar ($50) cancellation fee or ten percent (10%) of the pro- rata refund amount, based on the greater number of days in force or the miles driven compared to the total **Contract Term**, whichever is less, is applicable.
We may only cancel this **Contract** for non-payment of the **Contract** Purchase Price or for a direct violation of the **Contract** by **You**.

OHIO: CANCELLATION section is modified as follows: In the event **You** cancel the **Contract** and no refund is received, **You** may contact the insurance company indicated in the **OBLIGATIONS** section of this **Contract** for **Your** refund. This **Contract** is not an insurance policy and is not subject to the insurance laws of this state.
OBLIGATIONS is amended as follows: Obligations of the **Obligor** under this **Contract** are insured under a reimbursement insurance policy. If the **Obligor** fails to pay or provide service on a 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 referenced in the **OBLIGATIONS** section of this **Contract**.

OKLAHOMA: CANCELLATION section is modified as follows: **You** may cancel this **Contract** by submitting a written request to the **Administrator** or **Seller** containing a copy of **Your Contract**. If **You** cancel during the first thirty (30) days from the **Contract** Purchase Date, and no claim has been authorized or paid, **We** or the **Seller** will refund **You** one hundred percent (100%) of the **Contract** Purchase Price. After the first thirty (30) days from the **Contract** Purchase Date, or if a claim was made within the first thirty (30) days, **We** or the **Seller** shall provide a refund of one hundred percent (100%) of the unearned pro-rata premium, based on the greater number of days in force or the miles driven compared to the total **Contract Term,** less the cost of service provided under this **Contract** and less a cancellation fee of 10% of the unearned pro rata premium or fifty dollars ($50), whichever is less. If a refund is owed, the refund will be paid or credited within thirty (30) days from the date the **Obligor** or **Seller** receive notice of cancellation from the **Contract Holder**.
We may cancel this **Contract** during the first thirty (30) days of the **Contract** Purchase Date for any reason. After thirty (30) days, We may cancel this Contract for material misrepresentation or fraud at time of sale or for non-payment of **Contract** Purchase Price. If **We** cancel this **Contract**, **We** or the **Seller** will refund **You** one hundred percent (100%) of the **Contract** Purchase Price, less the cost of service provided under this **Contract**. If **Your Contract** is financed, the lienholder has the right to receive any portion of the cancellation refund amounts. If **Your Vehicle** is repossessed, stolen, or declared a total loss, **You** authorize the lienholder to cancel this **Contract**.
Oklahoma service warranty statutes do not apply to **Commercial Use** references in service warranty **Contracts**.
Coverage afforded under this **Contract** is not guaranteed by the Oklahoma Insurance Guaranty Association. Oklahoma Service Warranty License# 44194686.
The **ARBITRATION** section is amended as follows: While arbitration is mandatory, the outcome of any arbitration shall be non-binding on the parties, and either party shall, following arbitration, have the right to reject the arbitration award and bring suit in a district court of Oklahoma.
Obligations is amended to include: In the state of Oklahoma obligations under this **Contract** are not backed by an insurance policy.

OREGON: If You have any questions regarding this **Contract**, or a complaint against the **Obligor**, **You** may contact the Oregon Department of Consumer & Business Services, Division of Financial Regulation, Consumer Advocacy Unit at 350 Winter Street NE, Room 300, Salem, Oregon 97301, (888) 877-4894.
For reimbursements for EMERGENCY REPAIRS please call **Our** Claims Department at (800) 242-7316 on the next normal business day during business hours for instructions.

ROADSIDE ASSISTANCE is amended by deleting the following from the list of non-included benefits: Coverage shall not be provided in the event of emergencies resulting from the use of intoxicants or narcotics, or the use of the **Vehicle** in the commission of a felony.
The **ARBITRATION** section is not applicable for Oregon. Any arbitration must be by mutual agreement and conducted under local rules as required under ORS Chapter 36.

RHODE ISLAND: Section 31-5.4 of Rhode Island General Business Law requires an automobile dealer to provide a warranty covering certain classes of used motor vehicles as follows: Used vehicles with 36,000 miles or less at the time of sale; Provides coverage for ninety (90) days or 4,000 miles, whichever occurs first. Used vehicles with more than 36,000 miles but less than 100,000 miles at the time of sale Provides coverage for thirty (30) days or 1,000 miles, whichever occurs first. The **Vehicle You** have purchased may be covered by this law. If so, the following is added to this **Contract**: In addition to the dealer warranty required by this law, **You** have elected to purchase this **Contract**, which may provide **You** with additional protection during the dealer warranty period and provides protection after the dealer warranty has expired. **You** have been charged separately only for this **Contract**. The required dealer warranty is provided free of charge. Furthermore, the definitions, Coverages and exclusions stated in this **Contract** apply only to this **Contract** and are not the terms of the required dealer warranty.

SOUTH CAROLINA: CANCELLATION section is modified as follows: 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 **Contract** to **Us**.
If **We** cancel this **Contract** for any reason, **We** will mail written notice to **You** at least fifteen (15) days prior to cancellation by **Us**. The notice of cancellation will state the effective date and reason for the cancellation. The lienholder, if any, will be named on a cancellation refund check as their interest may appear. If **You** have any questions regarding this Contract, or a complaint against **Us**, **You** may contact the South Carolina Department of Insurance, Capital Center, 1201 Main Street, Ste. 1000, Columbia, South Carolina 29201 or by phone at (800) 768-3467.

TEXAS: CANCELLATION section is modified as follows: If the **Contract** Holder cancels this **Contract** before the thirty-first (31) day of the **Contract** Purchase Date, the **Contract** Holder will receive a full refund of the total **Contract** Purchase Price. If a claim has been incurred before the thirty-first (31) day, the **Contract Holder** shall receive a full refund of the **Contract** Purchase Price less claims paid. If the **Contract Holder** cancels this **Contract** after the thirty-first (31) day, The **Contract Holder** will receive a pro-rata refund of the total **Contract** Purchase Price, based on the greater number of days in force compared to the total **Contract Term**, less claims paid and the applicable cancellation fee in the amount of fifty dollars ($50). The **Term** of this **Contract** for cancellation purposes will be based on the **Vehicle** Purchase Date. If a refund is owed, the refund will be paid or credited within thirty (30) days from the date the **Obligor** or **Seller** receive notice of cancellation from the **Contract Holder**. A ten percent (10%) penalty per month shall be added to a refund that is not made within forty- five (45) days after return of the **Contract** to **Us**.
If **We** cancel this **Contract** for any reason other than non-payment of the **Contract** Purchase Price or material misrepresentation by **You** to **Us**, We shall mail a written notice of cancellation to **You** at the last known address before the fifth (5th) day preceding the effective date of cancellation. The notice will state the effective date of cancellation and the reason for cancellation.
If a covered claim is not paid or a refund not provided within forty-five (45) days after **You** have filed proof of loss with **Us**, **You** may contact or file a claim directly with the insurance company listed in the Obligations section of this **Contract**.
If **You** have any questions regarding the regulation of this **Contract** or a complaint against **Us**, **You** may contact the Texas Department of Licensing and Regulation at 920 Colorado, Austin, Texas 78701 or P.O. Box 12157, Austin, Texas 78711, (800) 803-9202. Service Contract Provider License #665.

UTAH: CANCELLATION section is modified as follows: This **Contract** may only be canceled by **Us** on grounds of: (1) material misrepresentation; (2) substantial change in risk; or (3) 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.
Coverage provided under this **Contract** is not guaranteed by the Property and Casualty Guarantee Association. This **Contract** or warranty is subject limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department.
If **You** are in need of emergency repairs and are unable to contact **Us** for prior authorization, then **You** may take **Your Vehicle** to any state licensed **Repair Facility** to have the repairs performed prior to authorization by **Us**. In such a case, **You** must contact Us as soon as possible to open a claim file. Failure to obtain prior authorization from **Us** prior to the performance of a repair will not invalidate a covered claim if **You** show that it was not reasonably possible to do so. Additionally, failure to furnish **Us** with copies of repair orders and other requested receipts or documents within thirty (30) days of the repair will not invalidate a covered claim if **You** show that it was not reasonably possible to do so.

OBLIGATIONS is revised as follows: Obligations under this **Contract** are insured under an insurance policy issued by Lyndon Southern Insurance Company 10751 Deerwood Park Blvd., Ste. 200, Jacksonville, FL 32256, Tel: (800) 888-2738. In the event the **Obligor** fails to pay an any claim within sixty (60) days, or if the **Obligor** becomes insolvent or ceases to conduct business during the **Term** of this **Contract**, **You** may file a direct claim with the insurer as designated above. To do so, please call the following number for instructions: (800) 888-2738.
The **ARBITRATION** section is amended as follows: Any matter in dispute between **You** and **Obligor** may be subject to arbitration as an alternative to court action pursuant to the rules of (The American Arbitration Association or other recognized arbitrator), a copy of which is available on request from **Obligor**. Any decision reached by arbitration shall be binding upon both **You** and **Obligor**. The arbitration award may include attorney's fees, if allowed by state law, and may be entered as a judgment in any court of proper jurisdiction. The arbitrator shall be prohibited from awarding punitive, consequential, special, incidental, and exemplary damages. The arbitrator may award a party only its actual damages and the arbitrator may award equitable relief including injunctive relief. An arbitration award may not be set aside in later litigation except upon the limited circumstances set forth in the Federal Arbitration Act, 9 U.S.C. §1 et Seq. An award in arbitration will be enforceable under the Federal Arbitration Act by any court having jurisdiction.

VERMONT: CANCELLATION section is modified as follows: **We** may only cancel this **Contract** for fraud or material misrepresentation affecting the **Contract** or the presentation of a claim there under, non-payment of the **Contract** Purchase Price, or violation of any of the terms or conditions of the **Contract**. If **We** cancel this **Contract** for non-payment, **We** will provide a written notice within fifteen (15) days of the cancellation date. If **We** cancel this **Contract** for any other reason, **We** will provide a written notice with the reason for cancellation by certified mail within forty- five (45) days' notice of the cancellation date.

VIRGINIA: If any promise made in the **Contract** has been denied or has not been honored within sixty (60) days after **Your** request, **You** may contact the Virginia Department of Agriculture and Consumer Services, Office of Charitable and Regulatory Programs at www.vdacs.virginia.gov/food-extended- service-contract-providers.shtml to file a complaint.

WASHINGTON: CANCELLATION section is modified as follows: How **You** May Cancel This **Contract**: **You** may cancel this **Contract** by surrendering Your copy of this **Contract** with written notice to the **Seller** or directly to **Us**. Written notice shall contain an odometer statement indicating the odometer reading at the date of the request for cancellation. If **You** cancel this **Contract** within the first thirty (30) days and no claims have been filed, **We** will refund the entire **Contract** Purchase Price. A ten percent (10%) penalty shall be added to any refund that is not paid or credited within thirty (30) days after return of this **Contract** to the **Administrator** or to **Us**. If this **Contract** is canceled after the first thirty (30) days or a claim has been filed, **We** will refund the unearned **Contract** Purchase Price to **You** calculated on a pro-rata basis. The refund will be equal to the lesser amount produced using either the number of days the **Contract** was in force or the number of miles the **Vehicle** was driven prior to cancellation, less a cancellation fee of twenty-five dollars ($25). Claims paid will not be deducted from **Your** cancellation refund amount. If a refund is owed, the refund will be paid or credited within thirty (30) days from the date the **Obligor** or **Seller** receive notice of cancellation from the **Contract Holder**. In the event of cancellation, the lienholder identified on the **Schedule/Registration Page**, if any, will be named on a cancellation refund check as its interest may appear. If the **Vehicle** and this **Contract** have been financed, the lienholder shown on the **Schedule/Registration Page** may cancel this **Contract** for non-payment or if the **Vehicle** is declared a total loss or is repossessed. This right of cancellation does not confer ownership of this **Contract** to the lienholder or otherwise entitle the lienholder to performance under this **Contract**.
Our Right To Cancel This **Contract**: **We** may cancel this **Contract** based on one or more of the following reasons: (1) non-payment of the **Contract** Purchase Price; (2) a material misrepresentation made by **You**; or (3) a substantial breach of duties by **You** under the **Contract** relating to the **Vehicle** or its use. If this **Contract** is canceled by **Us** within thirty (30) days of the **Contract** Purchase Date, a full refund of the total **Contract** Purchase Price will be issued. If this **Contract** is cancelled by **Us** after thirty (30) days, a pro-rata refund of the total **Contract** Purchase Price based on the greater number of days in force or the miles driven compared to the total **Contract Term** will be issued. In the event of cancellation, the lienholder identified on the **Schedule/Registration Page**, if any, will be named on a cancellation refund check as its interest may appear. Written notice of such cancellation shall include the effective date and actual reason for cancellation and shall be mailed or delivered to **You** not less than twenty-one (21) days prior to the effective date of cancellation, where such cancellation is for non-payment of the **Contract** Purchase Price, or not less than forty-five (45) days prior to the effective date of cancellation, where such cancellation is for any other reason. **We** have only sixty (60) days from the date of the sale of the **Contract** to the **Contract Holder** to determine whether or not the **Vehicle** qualifies for the program. Except as set forth above, after sixty (60) days the **Vehicle** qualifies for the issued **Contract** and the **Obligor** may not cancel the **Contract** and is fully obligated under the terms of the **Contract** sold to the **Contract Holder**. If **We** cancel this **Contract** and a refund is owed, the refund will be paid or credited within thirty (30) days from the effective date of the cancellation.
Our performance under this **Contract** is insured by an insurance policy issued to **Us** by the insurance company listed in the **OBLIGATIONS** section of this **Contract** (Policy No. WA-AKMC_FirstDollar). **You** are entitled to apply directly to the reimbursement insurance company for payment or performance due under this **Contract**. If **You** cancel this **Contract**, **You** may apply for a refund with the insurance company. The warranty of merchantability on the **Vehicle** is not waived if the **Contract** was purchased within ninety (90) days of the purchase date of the **Vehicle**, and the provider or service contract seller also sold the covered **Vehicle**. The state of Washington is the jurisdiction for any civil action in connection with this **Contract**. The Warranty of merchantability on the **Vehicle** is not waived if the **Contract** was purchased within ninety (90) days of the purchase date of the **Vehicle**, and the provider or the service contract seller also sold the covered **Vehicle**.
If **You** are in need of emergency repairs and are unable to contact **Us** for prior authorization, then **You** may take **Your Vehicle** to any **Repair Facility** to have the repairs performed prior to authorization by **Us**. In such a case, **You** must contact **Us** as soon as possible to open a claim file. Failure to obtain prior authorization from **Us** prior to the performance of a repair will not invalidate a covered claim if **You** show that it was not reasonably possible to do so. Additionally, failure to furnish **Us** with copies of repair orders and other requested receipts or documents within thirty (30) days of the repair will not invalidate a covered claim if **You** show that it was not reasonably possible to do so.
The **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 **Contract**. Arbitration proceedings shall be held at a location in closest proximity to the service **Contract Holder's** permanent residence.

Please read the following statements and acknowledge that **You** have read and understood them by placing **Your** initials adjacent to the provisions:

a. In order to maintain **Your** coverage under this **Contract**, **You** must maintain the **Vehicle** consistent with the schedule and maintenance guidelines as recommended by the manufacturer set forth in the provisions under **CONTRACT HOLDER RESPONSIBILITIES.**
b. In order to receive reimbursement for any **Claim** under this **Contract**, **You** must follow the procedures set forth under **CONTRACT HOLDER RESPONSIBILITIES**.
c. The specific terms of, including detailed information regarding the work, services and parts covered thereunder, for the coverage(s) of this **Contract** are set forth under **GENERAL PROVISIONS, COVERED VEHICLE PARTS.**
d. **Our** obligation under this **Contract** expires as set forth on the first page of this **Contract** under **VEHICLE INFORMATION, EXPIRATION DATE AND EXPIRATION MILES**.
e. The implied warranty of merchantability on the motor vehicle is not waived if the **Contract** has been purchased within ninety (90) days of the purchase date of the motor **Vehicle** from a provider or service contract seller who also sold the motor **Vehicle** covered by the **Contract.**
f. Coverage is subject to the exclusions set forth under **EXCLUSIONS** in this **Contract**.
g. **Your** right to cancel this **Contract** and return it for a refund are set forth under **CANCELLATION.**

Signature:_____**Date:** _____

WASHINGTON D.C.: CANCELLATION section is modified as follows: If the **Contract Holder** cancels within the first thirty (30) days, a ten percent (10%) penalty per month shall be added to a refund not paid or credited within forty-five (45) days after return of the **Contract** and upon receipt of the **Administrator**. The cancellation fee may not exceed ten (10%) percent of the **Contract** Purchase Price or fifty dollars ($50), whichever is less.
In the event of cancellation by the **Obligor**, the notice of cancellation will include the effective date of, and reason for, the cancellation.

This **Contract** is amended to include: At the sole discretion of the **Administrator**, replacement may be made with new, remanufactured, non-OEM or used parts, which are of a like kind and quality comparable with the original design specifications and wear tolerances of **Your Vehicle**.

WEST VIRGINIA: CANCELLATION section is modified as follows: The cancellation fee does not apply in West Virginia.
If a covered Claim is not paid within fifteen (15) working days from the agreed upon settlement, **You** may file a claim directly with the insurance company listed in the **OBLIGATIONS** section of this **Contract**.
The **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 of a 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 if coverage is found 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.

WISCONSIN: CANCELLATION section is modified as follows: The **Contract Holder** may cancel this **Contract** for any reason within thirty (30) days of the **Contract** Purchase Date, or thirty (30) days from mailing if the **Contract** is provided to **You** by mail, and receive a full refund of the total **Contract** Purchase price, less any claims paid or made. The **Contract Holder** may cancel this **Contract** for any reason after thirty (30) days and receive a pro-rata refund of the total **Contract** purchase price based on the greater number of days in force or the miles driven compared to the total **Contract Term**, less the applicable cancellation fee. If a refund is owed, the refund will be paid or credited within thirty (30) days from the date the **We** or **Seller/Dealer** receive notice of cancellation from **You**. The cancellation fee may not exceed the lessor of fifty ($50) dollars or 10% of the amount paid by the **Contract Holder**. A 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 **Contract** to the **Obligor** or **Administrator**.
We may only cancel this **Contract** for non-payment of the **Contract** Purchase Price, material misrepresentation by **You** to the **Obligor** or **Administrator**, or substantial breach of duties by **You** relating to the **Vehicle** or its use. **We** will mail a written notice to **You** at the last-known address that **We** have on record at least five (5) days prior to cancellation by **Us**. The written notice will state the effective date of the cancellation and the reason for the cancellation. If **We** cancel this **Contract** within thirty (30) days of the **Contract** Purchase Date, a full refund of the total **Contract** Purchase price will be issued. At any other time **We** will refund 100% of the unearned pro-rata **Contract** Purchase Price, based on the greater number of days in force or the miles driven compared to the total **Contract** term will be issued, less any claims paid. In the event of a total loss within thirty (30) days of the **Contract** Purchase Date of property covered by the **Contract** that is not covered by a replacement of the property pursuant to the terms of the **Contract**, an **Contract Holder** shall be entitled to cancel the **Contract** and receive a full refund of the total **Contract** Purchase price, less any claims paid. In the event of a total loss after thirty (30) days of the **Contract** Purchase Date of property covered by an **Contract** that is not covered by a replacement of the property pursuant to the terms of the **Contract**, an **Contract Holder** shall be entitled to cancel the **Contract** and receive a pro rata refund of any unearned provider fee less any claims paid. If a covered claim is not paid within sixty (60) days after an **Contract Holder** provides proof of loss, or if the **Obligor** becomes insolvent or otherwise financially impaired, the **Contract Holder** may file a claim directly with the insurance company, listed in the **OBLIGATIONS** section of this **Contract**, for reimbursement, payment, or provision of the service. **You** may file a claim directly with the insurance company. In the state of Wisconsin, preauthorization of repair work is required by **Us**. However, if extenuating circumstances prevent **You** from obtaining preauthorization, **We** will not deny a claim based solely on the lack of preauthorization. **We** have the right to subrogation collections, but only after **You** have been made whole and are fully compensated for damages. **THIS CONTRACT IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE.**

WYOMING: CANCELLATION section is modified as follows: If a full refund is due to **You** under this **Contract**, a ten percent (10%) penalty per month will be added to the refund if it is not made within forty-five (45) days of return of this **Contract** to **Us**.
The **Obligor** of the **Contract** shall mail a written notice to the **Contract Holder** at the last known address of the **Contract Holder** in the records of the provider at least ten (10) days prior to cancellation by the **Obligor**. Prior notice is not required if the reason for cancellation is non-payment of the **Contract** Purchase Price, a material misrepresentation by the **Contract Holder** to the **Obligor** or a substantial breach of duties by the **Contract Holder** relating to the **Vehicle** or its use. The notice shall state the effective date of the cancellation and the reason for cancellation.
The **ARBITRATION** is deleted in its entirety.