



Advantage Care
VEHICLE SERVICE AGREEMENT
Schedule Page

AGREEMENT HOLDER		EMAIL ADDRESS	
ADDRESS		TELEPHONE	
CITY	STATE	ZIP CODE	
SELLER		SELLER CODE	
ADDRESS		TELEPHONE	
CITY	STATE	ZIP	
LIENHOLDER			
ADDRESS		TELEPHONE	
CITY	STATE	ZIP	
ODOMETER MILEAGE ON AGREEMENT PURCHASE DATE _____			VEHICLE PURCHASE PRICE
AGREEMENT PURCHASE DATE	AGREEMENT PURCHASE PRICE	AGREEMENT TERMS OF PAYMENT: PAID IN FULL <input type="checkbox"/> PAYMENT PLAN <input type="checkbox"/> FINANCED <input type="checkbox"/> LEASED <input type="checkbox"/>	
YEAR	MAKE	MODEL	VEHICLE IDENTIFICATION NUMBER
COVERAGE TYPE: _____		DEDUCTIBLE: _____	
COVERAGE TERM MONTHS: _____		COVERAGE TERM MILEAGE: _____	
COVERAGE EXPIRATION DATE: _____		COVERAGE EXPIRATION MILEAGE: _____	
VEHICLE TYPES:	<input type="checkbox"/> OVERSIZED TIRES/LIFTED VEHICLE	<input type="checkbox"/> ALL WHEEL DRIVE / 4x4	THIS AGREEMENT IS SUBJECT TO A VALIDATION PERIOD OF: 30 days and 1,000 miles
	<input type="checkbox"/> TURBO CHARGER/SUPERCHARGER	<input type="checkbox"/> DIESEL	
SURCHARGES:	<input type="checkbox"/> COMMERCIAL USE	<input type="checkbox"/> SMART TECH	

THIS IS NOT AN AUTOMOBILE PHYSICAL DAMAGE OR AUTOMOBILE LIABILITY INSURANCE CONTRACT

YOU ARE NOT REQUIRED TO ENTER INTO THIS AGREEMENT IN ORDER TO PURCHASE, LEASE OR OBTAIN FINANCING FOR THE VEHICLE. You should read this **Agreement** carefully. It contains the entire agreement between **You** and **Us**. It takes precedence over any other written or oral statements made to **You** with respect to this **Agreement**. This is a service agreement, not a warranty. Review "Special State Disclosures and/or Requirements" for any rights, privileges and conditions that govern this **Agreement** in **Your** state. Any modification(s), alteration(s), or change(s) to the preprinted terms and conditions is/are invalid and of no force or effect. **You** acknowledge **Your** understanding of and agreement to the **DISPUTE RESOLUTION/ARBITRATION AGREEMENT AND CLASS ACTION WAIVER** section in this **Agreement**. Refer to the **DISPUTE RESOLUTION/ARBITRATION AGREEMENT AND CLASS ACTION WAIVER** section for opt-out instructions. This **Agreement** is based on information **You** provided in this **Schedule Page**. **You** acknowledge **Your** understanding of the limited applicability of the federal Magnuson-Moss Warranty Act as set out in this **Agreement**.

Agreement Holder Signature

Seller Signature

Date

ADMINISTRATOR: SMART AUTOCARE, P.O. Box 852770 Richardson, TX 75085, (800) 242-7316
AUTHORIZATION IS REQUIRED PRIOR TO THE COMMENCEMENT OF ALL REPAIRS!
FOR NATIONWIDE CLAIMS CALL: (855) 292-9313

DEFINITIONS

AGREEMENT HOLDER, YOU, YOUR – The purchaser of this **Agreement** or the person to whom this **Agreement** was properly transferred.

AGREEMENT – This Vehicle Service **Agreement** which **You** have purchased from **Us** to protect **Your Vehicle**.

BREAKDOWN/MECHANICAL BREAKDOWN – The failure of a **Covered Part** under normal service due to normal wear and tear or 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.

COMMERCIAL USE – Vehicles used directly to further commercial/business efforts in a way that could increase wear, tear, or strain on the vehicle.

COVERED COMPONENT/PART – The eligible parts listed in the Schedule of Coverages. The listed parts must be factory installed equipment on **Your Vehicle** or replacement parts meeting the manufacturer's specifications.

DEDUCTIBLE – The amount indicated on the **Schedule Page** that **You** must pay for the repair of a **Breakdown**. A **Deductible** does not apply to emergency roadside assistance, substitute transportation, or trip interruption coverage.

LIFTED VEHICLES – Any vehicle with modifications between 2 inches and 6 inches, which alters the original steering and/or suspension components and changes the vehicle's ride height from the manufacturer's specification when Oversized Tires/Lifted Vehicle is selected as the Vehicle Type on the **Schedule Page**.

INTERNALLY LUBRICATED PARTS/COMPONENTS – Parts contained within a case, block, or housing that require proper qualities and quantities of oil or lubrication to function as designed.

MILEAGE LIMIT – The maximum number of miles indicated on the **Schedule Page** that this **Agreement** shall be in force.

OVERSIZED TIRES – Means any tire size installed on the **Vehicle** not specified for use on that **Vehicle** by the manufacturer, as listed on the **Vehicle's** Federal Motor Vehicle Safety Standards (FMVSS) Certification Label and cannot exceed 37 inches when Oversized Tires/Lifted Vehicle is selected as the Vehicle Type on the **Schedule Page**.

PRE-EXISTING – A condition or failure that within all reasonable mechanical probability relates to the mechanical fitness of the Vehicle which existed prior to the **Agreement** Purchase Date.

COVERAGE TERM – Coverage under this **Agreement** begins upon the expiration of the **Validation Period** and expires when either the Coverage Expiration Date or Coverage Expiration Mileage listed on the **Schedule Page** has been reached, whichever occurs first.

REPAIR FACILITY – A **Repair Facility** licensed to perform mechanical repairs.

SCHEDULE PAGE – Page 1 of this **Agreement** where information regarding **You, Your Vehicle** and coverage options is shown.

ADMINISTRATOR, OBLIGOR, SERVICE AGREEMENT PROVIDER, WE, US, AND OUR – Smart AutoCare, Inc., the marketing name for Ownershield, Inc. and Independent Dealer Group, Inc., P.O. Box 852770 Richardson, TX 75085 800-242-7316. The company obligated to perform under this **Agreement** is Ownershield, Inc., in all states except Alaska and Oregon where it is Independent Dealer Group, Inc. and in Florida where the **Administrator/Obligor** is Lyndon Southern Insurance Company, 10751 Deerwood Park Blvd. Suite 200, Jacksonville, Florida 32256 (800) 888- 2738, FL License No. 03698.

VEHICLE – The **Vehicle** covered by the terms and conditions of this **Agreement** as listed on the **Schedule Page**.

VALIDATION PERIOD – This **Agreement** is subject to a **Validation Period** of time and mileage which begins on the **Agreement** Purchase Date and at the **Vehicle's** odometer mileage on the **Agreement** Purchase Date, as listed on the **Schedule Page**. There is no coverage under this **Agreement** during the **Validation Period**. Coverage under this **Agreement** begins when the time and mileage of **Your Validation Period** has elapsed. The thirty (30) day and one thousand (1,000) mile **Validation Period** will be added to the Coverage Term Months and Coverage Term Mileage listed on the **Schedule Page** of this **Agreement**.

SCHEDULE OF COVERAGES

BREAKDOWN

At the sole discretion of the **Administrator, We** will repair, replace, or have repaired or replaced any **Covered Part** which experiences a **Breakdown**. In case of **Breakdown, You** must follow the procedures set forth in "FILING A CLAIM". At the sole discretion of the **Administrator, We** will reimburse **You** or **Your Repair Facility** for preauthorized expenses incurred, less the **Deductible** (if applicable) for the repair or replacement of a **Covered Part**. At the sole discretion of the **Administrator, We** will pay up to the manufacturer's suggested retail price for a part. **Replacement may be made with new, remanufactured or used parts, which are of a like kind and quality comparable with the original design specifications and wear tolerances of Your Vehicle.** At the sole discretion of the **Administrator, We** will pay up to the **Repair Facility's** published hourly labor rate multiplied by the appropriate operation time as published in a national labor rate time guide. At the sole discretion of the **Administrator, We** reserve the right to request **Your Vehicle** be moved to another **Repair Facility**.

COVERED COMPONENTS/PARTS

The following are the only components and parts that are covered in the event of a **Breakdown**.

POWERTRAIN COVERAGE

GASOLINE ENGINE – All **Internally 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 belt/chain; timing chain gears; timing chain guides; timing belt/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; freeze plugs; throttle valve cable; and engine mounts. Cases, housings, engine block, oil pan, and cylinder heads are covered only if damaged by the failure of an **Internally Lubricated Part**.

DIESEL ENGINE – All **Internally 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; and glow plugs. Engine block, oil pan, and cylinder heads are covered only if damaged by the failure of an **Internally Lubricated Part**.

TURBO CHARGER/SUPER CHARGER – (factory installed only) Turbo Charger/Super Charger housing and all **Internally Lubricated Parts**.

TRANSMISSION – All **Internally Lubricated Parts** within the transmission including torque converter; valve body; valve body shift solenoids; accumulator rings; accumulators; adjusters; bands; bearings; boost valve; center support chain; check balls; clips; clutch drums; clutch piston; clutch packs (automatic transmission only); control rings; counter shaft; detent valve; gears; governor; governor gear; output shaft; parking gear; planetary gears carrier; planetary gears; pressure regulator valve; pressure switches; ring gears; roll pins; separator plate; servo rings; servo sleeves; shift forks; shift shafts; shift valves; shifter shaft; snap rings; sprags; springs; sprockets; stator shaft; sun gear shell; sun gears; synchronizer hub; synchronizer key(s); synchronizer ring; synchronizer sleeves; synchronizer springs; synchronizer(s); transfer shaft; transmission mounts; transmission mount bushings; drive axle shafts; constant velocity joints; flywheel/flexplate; transmission cooler; oil lines; detent cable; detent cam; detent cam spring; front pump; front pump gears; front pump guide rings; front pump vanes; range selector cable; retainers; side cover; vacuum modulator; external switches and solenoids; electronic controller; speed sensor; speedometer cable; neutral safety switch; auxiliary valve body; modulator valve; parking pawl; and speedometer drive gear. Transmission cases, housings, and transmission oil pan are covered only if damaged by the failure of an **Internally Lubricated Part**.

TRANSFER CASE – All **Internally Lubricated Parts** within the transfer case including main shaft; output shafts; bearings; drive sprocket; synchronizers; planet carriers; shift forks; and chain. Transfer case is covered only if damaged by the failure of an **Internally Lubricated Part**.

FRONT WHEEL DRIVE/REAR WHEEL DRIVE SYSTEM – All **Internally 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; hub bearings; wheel bearings; yokes; lock ring; and lock nuts. Drive axle housing is covered only if damaged by the failure of an **Internally Lubricated Part**.

FOUR WHEEL DRIVE/ALL WHEEL DRIVE SYSTEM – All **Internally 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; and four-wheel drive engagement switch. Drive axle housing is only covered if damaged by the failure of an **Internally Lubricated Part**.

SEALS AND GASKETS – Seals and gaskets of covered components designed to prevent the loss of necessary coolants, lubricants, and fluids are covered. Coverage will expire when **Your Vehicle** reaches 150,000 miles as indicated on the **Vehicle's** odometer or the expiration of the **Coverage Term** of this **Agreement**, whichever occurs first. After 150,000 miles, seals and gaskets will be covered only if required in conjunction with a covered repair.

POWERTRAIN + COVERAGE

Parts covered include, but are not limited to, all components listed in Powertrain Coverage in addition to the following:

AIR CONDITIONING AND HEATING – Heater core; blower motor; air conditioning compressor; clutch and/or pulley; condenser; evaporator; receiver dryer; orifice tube; expansion valve; accumulator; high/low cut-off switches; cycling switch; power module, controller and relay; dash control unit/temperature control programmer; heater control valve; idler pulley; idler pulley bearing; serpentine belt tensioner; electronic temperature control sensors; temperature sensor internal; and ambient temperature sensor.

COOLING SYSTEM – Water pump; belt tensioners; radiator; thermostat; oil cooler; cooling fan clutch; cooling fan electric motors; fan blade assembly; and coolant reservoir sensor.

GASOLINE FUEL SYSTEM – Fuel tank; fuel sending unit; fuel pump; fuel injectors; fuel injection rails; fuel pressure regulator; metal fuel lines; throttle body; idle air control solenoid; idle air control motor; and warm up regulator.

DIESEL FUEL SYSTEM – Fuel tank; fuel sending unit; fuel pump; high pressure fuel pump; lift pump; accessory vacuum pump and injector pump; fuel injectors; fuel distributor; fuel pressure regulator; fuel/water separator; metal fuel lines; throttle body; idle air control solenoid; idle air control motor; and warm up regulator.

ELECTRICAL – Alternator; voltage regulator; distributor (excludes cap, rotor and spark plug wires); distributor shaft; distributor bushings; distributor gear; distributor housing; horns; oil pressure sending unit; engine management sensors; all wiring harnesses; ignition coil; ignition module; ignition switch; ignition lock cylinder; main electronic control unit; powertrain control module; transmission control module; body control module; anti-theft system; anti-theft system switches, sensors and siren; starter motor; starter solenoid; starter drive; convertible top engagement switch and motor only; cruise control module; cruise control switch; cruise control cancellation switch; cruise control resume switch; power door lock actuators; power door lock solenoids; head lamp door motors only; primary instrument cluster; electronic driver information display, display module and power supply; dome and map light assemblies; power seat motor and transmission; seat heater assembly; brake light switch; defogger switch; rear defroster; headlight switch; power mirror switch; sunroof switch; back up light switch; turn signal switch; washer pump switch; window switches; wiper switch; trunk lid release switch; trunk lid release activator and motor; washer pump motor; windshield wiper motor; rear wiper motor; headlight wiper motor; power window motor; power window gear; power window regulator; power window lift tape; safety restraint system; air bag; air bag control module; air bag sensors and switches; impact sensors; and illuminated visors.

SUSPENSION – Upper and lower control arms; control arm shafts and bushings; radius arm and bushings; trailing arm; track bar; stabilizer shaft, links, and bushings; upper and lower ball joints; torsion bars; torsion bar mounts; torsion bar bushings; coil springs; leaf springs; steering

knuckles; strut bar; strut mounts; strut bushings; strut and strut inserts; spindles; steering dampener; electronic height level sensor; electronic height level controller; electronic height level air compressor; compressor relay; mode switch; wheel bearings; and wheel seals.

BRAKES – Brake master cylinder; brake power assist boosters; brake power assist valves; disc brake calipers; bleeders; brake adjusters; backing plates; brake pedal apply pin; wheel cylinders; combination valve; proportioning valve; metering valve; brake hydraulic lines and fittings; vacuum and fluid reservoirs; hydro boost unit; parking brake cable; pressure differential switch; brake fluid level sensor; residual pressure check valve; return spring; self-adjuster mechanism; springs clips and retainers; parking brake lever; and parking brake ratchet assembly.

ABS SYSTEM – ABS booster; ABS pump/motor; ABS control processor; ABS dump valve; ABS sensors; ABS solenoids; ABS electronic control compressor; ABS hydraulic control unit; ABS modulator valve; ABS compensating valve; and ABS accumulator.

STEERING – Steering gear; rack and pinion; rack and pinion mounts and bushings; power steering pump; power steering hoses and couplings; power steering cooler; steering main and intermediate shafts; steering column; steering column bearings; steering column couplers; electronic power steering motor; steering box; pitman arm; idler arm; tie rods; drag link; tilt wheel mechanism; rack bellows; center link; control valve; and relay rod.

SEALS AND GASKETS – Seals and gaskets of covered components designed to prevent the loss of necessary coolants, lubricants and fluids are covered. Coverage will expire when **Your Vehicle** reaches 150,000 miles as indicated on the **Vehicle's** odometer or the expiration of the **Coverage Term** of this **Agreement**, whichever occurs first. After 150,000 miles, seals and gaskets will be covered only if required in conjunction with a covered repair.

COMPREHENSIVE COVERAGE

Parts covered include, but are not limited to, all components listed in Powertrain + Coverage in addition to the following:

AUDIO – (Factory installed only) AM radios; AM/FM radios; satellite radios; antenna motor; cassette players; CD players; and CD changers (excluding speakers and graphic equalizers).

HYBRID SYSTEM – IMA control unit for battery; IMA control unit for electric motor; junction board assembly; IMA motor stator assembly; IMA motor rotor assembly; PDU unit (pre-driver); and PDU converter.

ENTERTAINMENT AND NAVIGATION – (Factory installed only) DVD players, VHS players, and navigation equipment.

EXCLUSIONARY COVERAGE

If **COVERAGE TYPE: EXCLUSIONARY** is indicated on the **Schedule Page**, this **Agreement** will cover necessary repairs to **ALL Your Vehicle's** components, except for those items listed under “**EXCLUSIONS - WHAT IS NOT COVERED**” in this **Agreement**, and automatically covers all factory installed components/systems included in **SMART TECH** coverage.

ADDITIONAL BENEFITS UNDER THIS AGREEMENT

SMART TECH

If You selected **SMART TECH** and paid the applicable surcharge, this **Agreement** will cover the following factory installed components/systems:

SMART TECH –Speaker system; rear entertainment system; hot-spot wi-fi module; bluetooth systems; collision avoidance system; blind spot monitoring system; park assist system; keyless access system (not key fob); remote start system; homelink/garage door control transmitter; electronic transmitting and receiving devices, DVD players; VHS players; telephones; radar detectors; GPS equipment/system; and gaming system. Smart Tech coverage will expire when **Your Vehicle** reaches 150,000 miles as indicated on the **Vehicle's** odometer or the expiration of the **Coverage Term** of this **Agreement**, whichever occurs first. All aftermarket components are excluded.

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 **Agreement** Purchase Date shown on the **Schedule Page** and terminates on the expiration of the **Coverage Term** of **Your Agreement** 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.

SUBSTITUTE TRANSPORTATION (RENTAL)

If **Your Vehicle** becomes inoperative due to a **Mechanical Breakdown**, that is covered by this **Agreement**, **We** will pay for car rental reimbursement up to fifty dollars (\$50.00) per day for every eight (8) hours (or portion thereof) of labor time required to complete repair, up to a maximum of seven (7) days, or a total not to exceed three hundred fifty dollars (\$350.00). To qualify for the first day(s) reimbursement, the **Vehicle** must be inoperable or unsafe to drive requiring that it be retained by the **Repair Facility** overnight or the covered repair must exceed a minimum of four (4) hours labor, as defined in the current year manufacturer or other accredited flat rate repair manual. This coverage does not apply to the time waiting for parts, services, weekends, or other delays beyond the control of the **Repair Facility** or the **Administrator**. Car Rental will be reimbursed only upon receipt of an invoice from a licensed car rental agency.

TRIP INTERRUPTION

In the event that the **Breakdown** of a **Covered Part** by this **Agreement** occurs more than one hundred (100) miles from **Your** home and results in a **Repair Facility** keeping **Your Vehicle** overnight, **We** will reimburse **You** up to seventy-five dollars (\$75.00) per day for a maximum of three (3) days for receipted lodging and restaurant expenses incurred between the date of the **Breakdown** and the date on which the repairs are completed. The total benefit per **Breakdown** occurrence shall not exceed two hundred twenty-five dollars (\$225.00).

DIAGNOSTIC

We will pay for reasonable, necessary, and customary diagnostic charges incurred in conjunction with a **Breakdown**, not to exceed the labor time listed in nationally recognized parts and labor guides. **Administrator** reserves the right to approve or deny diagnostic charges at the sole discretion of the **Administrator**. DIAGNOSTIC TIME WILL NOT BE PAID FOR THOSE CONDITIONS WHERE THE REPAIR IS READILY APPARENT TO THE NORMAL SENSES OF SIGHT, TOUCH, SMELL AND/OR SOUND.

EXCLUSIONS - WHAT IS NOT COVERED

This Agreement does NOT provide coverage for any of the following parts and/or services:

- (a) Interior maintenance, adjustment and wear items including buttons, carpet, water leaks, dash pad, door and window handles, knobs, rearview mirror (glass, housing, housing contents), or trim.
- (b) Exterior maintenance, adjustment and wear items including but not limited to glass, service adjustments for body parts, bright metal, bumpers, body panels, door handles, latches, hinges, moldings, outside ornamentation, convertible or vinyl tops, paint rust, sheet metal, side-view mirrors (glass, housing, housing contents), air and water leaks, weather-strip, wheel covers/ornaments, wind noise, and physical damage to alignment, bumper, or body parts.
- (c) Service adjustments/cleaning, a contaminated fuel system, air conditioning recharge, all batteries, all hybrid batteries, electronic transmitting and receiving devices failure due to battery loss of capacity, battery cables, fuses, relays, hardware, bolts and fasteners, belts, brakes (drums, shoes, linings, disc rotors and pads), exhaust system (including catalytic converter), lights (ANY COMPONENT WHOSE ONLY PURPOSE IS FOR ILLUMINATION, SUCH AS BUT NOT LIMITED TO: SEALED BEAMS, HIGH INTENSITY DISCHARGE (XENON) HEADLAMP, LEDS, LIGHT BULBS, LENSES), manual clutch, pressure plate throw out bearings, clutch master or slave cylinder, manual transmission clutch disc and lining, shock absorbers, spark plugs and wires, squeaks or other noises, tires, tune-ups, wheel balancing and alignment, wheel studs, wiper blades, shop supplies, friction materials, glass, hoses (except steering and air conditioning). Filters, lubricants, coolants, refrigerants, fluids and taxes (where required by law) will be covered only if required in conjunction with the repair or replacement of a Covered Part.
- (d) A replacement part not supplied by the Vehicle manufacturer unless it is of a kind and quality compatible with the design

- specifications and wear tolerances of the Vehicle manufacturer.
- (e) Cases, housing, engine block and cylinder heads are covered only if damaged by the failure of an Internally Lubricated Part.
- (f) Unless the Smart Tech option has been selected on the Schedule Page and paid for or COVERAGE TYPE: Exclusionary is indicated on the Schedule Page the following Factory Installed Components/Systems: Speaker system; Rear Entertainment System; Hot-Spot Wi-Fi Module; Bluetooth Systems; Collision Avoidance System; Blind Spot Monitoring System; Park Assist System; Keyless Access System (not key fob); Remote Start System; Homelink/Garage Door Control Transmitter; Electronic transmitting and receiving devices, DVD Players; VHS Players; Telephones; Radar Detectors; GPS Equipment / System; and Gaming System. All aftermarket components are excluded.
- (g) Seals and gaskets on Covered Parts are not covered for premature failure on vehicles with over 150,000 miles on the odometer at the time of failure. After 150,000 miles seals and gaskets will be covered only if required in conjunction with a covered repair.

VEHICLES NOT COVERED

This Agreement does NOT provide coverage for any of the following vehicles:

- (a) Vehicles not certified for sale within the United States, salvaged vehicles, vehicles that have been declared a total loss, or vehicles that have been sold for scrap.
- (b) Trucks or vans with a Gross Vehicle Weight (GVW) in excess of 13,300 lbs.
- (c) Vehicles used for construction purposes, delivery purposes, commercial towing, commercial farm operation, volunteer public service(s), snow plowing, rental, livery, taxi, motor pool vehicles, or any type of emergency vehicle.
- (d) Vehicles used for on or off-road racing or vehicles which are equipped or used for towing in excess of what is recommended by the manufacturer. Vehicles with modifications or alterations to the powertrain, exhaust system and suspension that do not meet manufacturer's specifications or are not approved by the Vehicle manufacturer, including but not limited the failure of any custom or add-on part, all frame or suspension modifications not recommended by manufacturer, lift kits over 6 inches, drops exceeding 4 inches, any tire that is not recommended by the original manufacturer if it creates an odometer/speedometer variance of greater than 4%, trailer hitches (unless factory installed). Also not covered are any emissions and/or exhaust systems modifications, engine modifications, transmission modifications, and/or drive axle modifications, which includes any performance modifications.
- (e) Smart Tech and Commercial Use are not covered unless the surcharge is selected on the Schedule Page and paid for.

CONDITIONS NOT COVERED

This Agreement does NOT provide coverage under any of the following circumstances/conditions:

- (a) Any repair(s) and/or replacement(s) not authorized by Us prior to the commencement of any repair(s) or for loss, damage or expense arising from or incurred in connection with repairs performed without receipt of prior authorization from Us.
- (b) Loss, damage or expense resulting directly or indirectly from an intentional, dishonest, fraudulent, criminal or illegal act committed by You, Your employee or agent, or occurring due to confiscation or repossession.
- (c) A Breakdown caused by accident, civil commotion or riot, nuclear contamination, collision (including roadbed collision) or upset, glass breakage, earthquake, explosion, volcanic eruption, falling objects, fire or smoke, flood, fluid contamination, freezing, fuel contamination, fuels containing more than 10% ethanol, Biofuel, gas with lower octane rating than required by the manufacturer, use of motor oil, or any other type of lubricant that is not recommended by the manufacturer hail, lightning, malicious mischief, oil contamination, theft or larceny, vandalism, water, water contamination, windstorm or other external forces or events.
- (d) Breakdown of any part which the United States Environmental Protection Agency (EPA) has determined to be emission related, which is included on a current list published by the EPA of such parts, and which is within the EPA time and mileage emissions warranty period.
- (e) Any loss, damage, or expense normally covered by a standard automobile insurance policy including personal or property liability coverages, comprehensive coverages or uninsured motorist coverages.
- (f) The repair or replacement of a Covered Part that any manufacturer warranty or any other coverage or other reason the manufacturer, importer, distributor, seller or repairer of the Vehicle will repair or replace the part at its expense or at a reduced cost. Sole coverage for such repairs or replacements shall rest with the manufacturer or other coverage provider. This does not apply to notices that do not provide manufacturer or other coverage provider payment, such as tool or repair directives without coverage, or acknowledgement of a known or common failure that has no coverage, but rather is just a notification that potentially saves time in diagnosis and/or repair.
- (g) Breakdown of a Covered Part caused by a non-Covered Part.
- (h) Components or parts which have not failed or resulted in a Breakdown but are replaced based on the manufacturer's or the Repair Facility's recommendation.
- (i) A Breakdown caused by negligence, misuse, improper servicing or failure by You to perform manufacturer required/recommended maintenance services.
- (j) A Breakdown caused by the lack of proper and necessary amounts of coolants or lubricants, or resulting from carbon, contaminate(s) and contamination of fluids, environmental damage, foreign object(s), rust or corrosion, sludge, salt, or due to leaking fluids, fuels, coolants or lubricants from non-covered parts. Any repair or replacement of any Covered Part if a Breakdown/Mechanical Breakdown has not occurred. Gradual reduction in operating performance is not covered unless it exceeds the published tolerances allowed by the manufacturer. Valves, valve guides, valve seals, and/or piston rings are not covered if the purpose of such is simply to raise the engine's compression, performance, or to reach acceptable oil consumption.
- (k) A Breakdown of any part if the odometer is inoperative for more than one (1) month or one thousand (1,000) miles or has been tampered with or has been disconnected subsequent to Your purchase of the Vehicle.
- (l) Damage caused by Your failure to take reasonable precautions to prevent damage when an apparent problem exists (e.g., change in engine temperature condition, unusual noises, leaking fluids, shaking, unusual shifting, illuminated warning lights, etc.).

- (m) A Breakdown or repair occurring outside the United States, its territories and possessions, or Canada.
- (n) Any fees or expenses charged for the disposal, cleanup, neutralization, removal, treatment or detoxification of environmentally unsafe materials.
- (o) Any Breakdown occurring before Breakdown coverage takes effect.
- (p) If the information provided by You, or the Repair Facility cannot be verified as accurate or is found to be deceptively inaccurate.
- (q) Incidental or consequential damages, except as expressly provided otherwise in this Agreement, including personal injury, physical damage, loss of use, loss of time, storage charges, inconvenience or commercial loss.
- (r) Any Pre-Existing condition 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.
- (s) All Covered Parts not in good working order prior to Your purchase of the Agreement.

FILING A CLAIM

In the event of a Breakdown, You must:

- (1) Take immediate action to prevent further damage. This Agreement will not cover damage caused by not securing a timely repair of the failed component.
- (2) If it is dangerous to operate Your Vehicle, or if operating Your Vehicle may cause further damage, You must have the Vehicle towed (refer to Roadside Assistance section).
- (3) Take Your Vehicle back to the Seller, or any Repair Facility, or You may contact the Administrator at 800-242-7316 for assistance.
- (4) The Repair Facility must call the Claim Department at 855-292-9313 for approval prior to repairing or cleaning any parts.
- (5) The Repair Facility must provide an estimate of parts and labor costs in order to obtain approval. No claim payments will be made if the Claim Department has not issued a claim approval reference number prior to repairing, replacing, or cleaning any parts.
- (6) Authorize any charge(s) necessary to determine cause of failure. This includes necessary diagnostic and tear down charges. If it is determined that the failure does not constitute a Breakdown under the terms of this Agreement, You must pay for all diagnostic, tear down and repair charges.
- (7) Cooperate in Our investigation of any Breakdown. You must allow Us to inspect Your Vehicle if We ask to do so. We have no obligation to inspect Your Vehicle or to certify its condition before or after covered repairs are completed.
- (8) Upon request, show Us and/or the Repair Facility all sales receipts, invoices, or work orders showing that the Vehicle has been properly serviced or maintained according to manufacturer's specifications and/or provide documentation to prove ownership of the Vehicle.
- (9) Within thirty (30) days of the repair, You or Repair Facility must furnish Us with copies of the repair order and other requested receipts or documents. You must submit an explanation of the Breakdown and repairs including an itemized, dated repair order and paid receipt(s), including any paid receipt(s) for substitute transportation and, if applicable, emergency roadside assistance expenses. All receipts must be in Your name and must show the date(s), Vehicle description, and odometer reading at the time of the Breakdown, and Your Agreement number.
- (10) We would like to contact You regarding the status and progress of Your claim via a text message. During Your initial claim contact with the Administrator, you will be asked to confirm Your acceptance of receiving text messages. You can opt-out of receiving text messages at any time by contacting the Administrator at 800-242-7316 or text "STOP" to end.

YOUR RESPONSIBILITIES

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.

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.

(1) 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 Agreement 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 a repair order/invoice for review.

AGREEMENT GENERAL PROVISIONS

A. AGREEMENT GENERAL PROVISIONS

- (1) **You** agree to assist **Us** in enforcing **Your** rights against any manufacturer or **Repair Facility** that may have responsibility to **You** for the cost of repairs covered under this **Agreement**.
- (2) **We** may require **You** to assign **Your** rights of recovery against others in the event that **We** pay for any claim made under this **Agreement**. **We** will not pay for any claim hereunder if **You** impair these rights of recovery. **You** may not waive **Your** right(s) to recover from others.
- (3) **Administrator** reserves the right to demand a Power of Attorney from **You** allowing **Administrator** to speak to manufacturer, **Us** or any other **Service Agreement Provider**.
- (4) If more than one service agreement/contract, warranty or insurance policy can be applied to a claim, coverage under this **Agreement** shall be excess over all other such coverage(s), whether collectible or not. However, when **You** are required to pay a deductible for a **Breakdown** covered under another service agreement/contract, warranty or insurance policy, this **Agreement** will reimburse **You** for such deductible if the **Breakdown** would have been covered under this **Agreement**. The maximum benefit per each covered **Breakdown** deductible reimbursement shall be one hundred dollars (\$100.00).

B. LIMITS OF LIABILITY

For any one repair visit, all benefits paid or payable shall not exceed the National Automobile Dealers Association (N.A.D.A.) official used car guide or the actual cash value of **Your Vehicle** at the instant prior to the covered repair failure. The aggregate total of all benefits paid or payable during the Term of this Agreement shall not exceed the price **You** paid for **Your Vehicle**. If the N.A.D.A. official used car guide vehicle valuation is unavailable, not widely recognized, or not commonly used in the geographic area, **Administrator** may use another market retail valuation method.

C. TRANSFER

This Agreement applies only to **You** and the **Vehicle** listed on the **Schedule Page**. Only **You** can transfer this Agreement. This Agreement cannot be transferred to or from an automobile dealer. We will allow a transfer of this Agreement only if each of the following conditions, if applicable, are met:

- (1) **You** have requested a transfer request form from **Us** within fifteen (15) days of the change of ownership of the **Vehicle**.
- (2) Within thirty (30) days of change of ownership, **You** provide **Us** with the following:
 - (a) Copies of sales receipts, invoices or work orders showing the date, mileage, and service(s) performed to evidence that all of the manufacturer's maintenance requirements have been met;
 - (b) Documented certification of the **Vehicle's** odometer reading at the time of ownership transfer;
 - (c) If applicable, copies of all documents sent to the manufacturer to effect transfer of **Your** factory warranty. Any remaining manufacturer's warranty must also be transferred at the same time as **Vehicle** ownership transfer;
 - (d) A transfer fee of fifty dollars (\$50.00). Only a check or a money order will be accepted; and
 - (e) The completed transfer request form with all required signatures.
- (3) If the transferee does not receive a confirmation of transfer within forty-five (45) days after change of ownership, the transferee should notify **Us**.

D. PAYMENT PLAN PROVISIONS

In the event the purchase price of **Your Agreement** is being paid for through a payment plan (or its equivalent) which is terminated for non-payment, the **Term** and **Mileage Limit** of this **Agreement** will be modified to reflect the portion of the **Agreement** that **You** have paid for. The modified **Term** and **Mileage Limit** of the **Agreement** will be calculated on a pro-rata basis by adding the time and mileage that **You** have used from the **Agreement** Purchase Date and **Vehicle** odometer mileage on the **Agreement** Purchase Date as listed on the **Schedule Page**. **You** may contact the **Administrator** toll-free at 800-242- 7316 to obtain the modified **Term** and **Mileage Limits**.

E. FINANCIAL AGREEMENTS

If this **Agreement** was financed (purchased on a payment plan) by a funding party, the funding party shall be entitled to any refund(s) resulting from cancellation of this **Agreement** for any reason including repossession of **Your Vehicle**, or total loss of **Your Vehicle**. Failure to make monthly payments in a timely manner may result in cancellation of this **Agreement** and no refund will be due and no claims will be approved.

F. PURCHASE OF A NEW AGREEMENT

You may purchase a new **Agreement** from the **Seller** **You** originally purchased this **Agreement** from by contacting the **Seller** within thirty (30) days prior to the expiration of **Agreement** Purchase Date indicated on the **Schedule Page**. The price of a new **Agreement** will be based on the age, mileage and eligibility of the **Vehicle** and coverage selected.

G. CANCELLATION

1. The **Agreement Holder** may cancel this **Agreement** by contacting the **Seller** or **Administrator**.
2. If the **Vehicle** and this **Agreement** have been financed, the lienholder may cancel this **Agreement** for non-payment, or if the **Vehicle** has been declared a total loss or has been repossessed. The rights under this **Agreement** are transferred to the lienholder and the lienholder is also entitled to any refund. If the lienholder cancels this **Agreement** within thirty (30) days of the **Agreement** Purchase Date a full refund of the total **Agreement** Purchase Price, less any claim(s) paid, will be provided. If the lienholder cancels this **Agreement** at any other time a pro-rata refund of the total **Agreement** Purchase Price based on the greater of days in force or the miles driven compared to the total **Agreement Term**, less claim(s) paid and less the applicable cancellation fee in the amount of fifty

dollars (\$50.00).

3. The **Agreement Holder** may cancel this **Agreement** within thirty (30) days of the **Agreement** Purchase Date and receive a full refund of the total **Agreement** Purchase Price, less any claims paid. The **Agreement Holder** may cancel this **Agreement** after thirty (30) days and receive a pro-rata refund of the total **Agreement** Purchase Price based on the greater of the days in force or the miles driven compared to the total **Agreement Term**, less the applicable cancellation fee in the amount of fifty dollars (\$50.00). The **Term** of this **Agreement** 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 **Agreement 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** receive notice of cancellation from the **Agreement Holder**.
4. In the event the **Agreement** Purchase Price is being paid for through a payment plan (or its equivalent) any outstanding balance held by payment plan provider would be deducted from the refund amount due to the **Agreement Holder**.
5. All refunds will be issued through the **Seller** from whom the **Agreement** was purchased.

Administrator reserves the right to cancel this **Agreement** upon the occurrence of any of the following:

- Failure by the **Agreement Holder** to pay an amount when due.
- Conviction of the **Agreement Holder** of a crime, which results in an increase in the service required under this **Agreement**.
- Discovery of fraud or material misrepresentation by the **Agreement Holder** in obtaining this **Agreement** or in presenting a claim for service hereunder.
- Discovery of an act or omission by the **Agreement Holder**, or a violation by the **Agreement Holder** of any condition of this **Agreement**, which occurred after the **Agreement** Purchase Date and which substantially and materially increases the service required under this **Agreement**, including but not limited to failure of the odometer of the **Vehicle** or if for any reason it does not record the actual mileage of the **Vehicle** after the **Agreement** Purchase Date and the actual mileage of the **Vehicle** cannot be established to a reasonable degree of certainty, and if the **Vehicle** is used for **Commercial Use**, unless the surcharge is selected on the Schedule Page and paid for.
- A material change in the nature or extent of the required service or repair which occurs after the **Agreement** Purchase Date and which causes the required service or repair to be substantially and materially increased beyond that contemplated at the time this **Agreement** was issued or sold.
- No cancellation of this **Agreement** by the **Administrator** shall become effective until fifteen (15) days after the notice of cancellation is mailed to the **Agreement Holder**. The **Administrator** will not charge a cancellation fee if this **Agreement** is cancelled by the **Administrator**.
- If the **Administrator** cancels this **Agreement** within thirty (30) days of the **Agreement** Purchase Date, a full refund of the total **Agreement** Purchase Price will be issued. If the **Administrator** cancels this **Agreement** after thirty (30) days, a pro-rata refund of the total **Agreement** Purchase Price based on the greater of the days in force or the miles driven compared to the total **Agreement Term** will be issued.
- If the **Administrator** cancels this **Agreement** and a refund is owed, the refund will be paid or credited within thirty (30) days from the effective date of the cancellation.

H. FOR ASSISTANCE

IN THE EVENT OF A BREAKDOWN, CANCELLATION, TRANSFER, OR FOR ANY OTHER QUESTIONS OR CONCERNS, CALL 855-292-9313 TOLL FREE. FOR EMERGENCY ROADSIDE ASSISTANCE, CALL 888-246-2014 -TOLL FREE.

I. OBLIGATIONS

Obligations under this **Agreement** 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 and New York.

In Georgia, obligations under this **Agreement** are 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, obligations under this **Agreement** are insured under an insurance policy issued by Blue Ridge Indemnity Company, 10751 Deerwood Park Blvd., Ste. 200, Jacksonville, FL 32256, Tel: (800) 888-2738.

In the event 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 **Coverage Term** of this **Agreement**, **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.

J. LIMITED APPLICABILITY OF THE FEDERAL MAGNUSON-MOSS WARRANTY ACT

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

K. LIMITATION OF LIABILITY

IN NO EVENT WILL WE BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL LOSS OR DAMAGE UNDER THIS AGREEMENT INCLUDING, BUT NOT LIMITED TO, LIABILITY FOR INJURY, LOSS OF LIFE, PROPERTY DAMAGE, LOSS OF USE, LOSS OF TIME, INCONVENIENCE OR COMMERCIAL LOSS, TO THE EXTENT PERMITTED BY LAW, WE DISCLAIM ANY WARRANTY THAT REPAIRS OR PERFORMANCE WILL BE OF ANY PARTICULAR STANDARD OR QUALITY.

L. 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 **Agreement**), **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 **Agreement**, including but not limited to claims related to the underlying transaction giving rise to this **Agreement**, or claims related to the sale, financing, or fulfillment of this **Agreement** (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. 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 agreement 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 **Agreement**. The Parties agree and acknowledge that the transaction evidenced by this **Agreement** 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 **Agreement** 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 **Agreement** 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 \$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 **Agreement** 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 AGREEMENT (THE DATE OF PURCHASE BEING INDICATED ON YOUR AGREEMENT). 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 Agreement**; and (c) the **Seller**. If **You** properly and timely opt out, then all Claims will be resolved in court rather than arbitration.

M. 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.

SPECIAL STATE DISCLOSURES AND/OR 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, if a state notice is required on the **Agreement** Purchase Date and is not listed below, such state law or regulations will take precedence over the terms of this **Agreement**.

ALABAMA: G. CANCELLATION, Item 3 - is deleted in its entirety and replaced with the following: The **Agreement Holder** may cancel this **Agreement** within thirty (30) days of the **Agreement** Purchase Date and receive a full refund of the total **Agreement** Purchase Price, less any claims paid. The **Agreement Holder** may cancel this **Agreement** after thirty (30) days and receive a pro-rata refund of the total **Agreement** Purchase Price based on the greater of the days in force or the miles driven compared to the total **Agreement 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 Agreement**. The **Term** of this **Agreement** for cancellation purposes will be based on the **Agreement** Purchase Date and the **Vehicle** mileage on such date. Refunds issued hereunder shall be issued less the value of any services received by the **Agreement 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 **Agreement** 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 **Agreement Holder**. The **Agreement** will be governed under the laws of the State of Alabama.

ALASKA: G. CANCELLATION, Item 3 - is deleted in its entirety and replaced with the following: The time period for a full refund is amended to be ten (10) days from the **Agreement** Purchase Date if the **Agreement** is delivered at the time of sale, or thirty (30) days from mailing if the **Agreement** is provided to **You** by mail. A ten percent (10%) per month penalty shall be added to any refund owed that is not paid within forty-five (45) days. If the **Agreement Holder** cancels after thirty (30) days, a pro-rata refund of the total **Agreement** Purchase price based on the greater of the days in force or the miles driven compared to the total **Agreement Term**, less the applicable cancellation fee in the amount of fifty (\$50) dollars or 7.5% of the unearned **Agreement** Purchase Price, whichever is less.

The **Term** of this **Agreement** 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 **Agreement Holder** (including claims paid.)

The **Administrator** section is amended as follows: **We** may only cancel this **Agreement** for the following reasons: (1) **Your** nonpayment of the **Agreement** Purchase Price; (2) **Your** conviction for a crime having as one of its necessary elements an act increasing a hazard covered by this **Agreement**; (3) discovery of fraud or material misrepresentation made by **You** in obtaining the **Agreement** or pursuing a claim under the **Agreement**; (4) discovery of a grossly negligent act or omission by **You** that substantially increases the hazards covered by this **Agreement**; (5) physical changes in the **Vehicle** that result in the **Vehicle** becoming ineligible for coverage under the **Agreement**; or (6) a substantial breach of duties by **You** related to the **Vehicle**. If **We** cancel this **Agreement**, **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 or a material misrepresentation.

This **Agreement** does not provide coverage for damages for bad faith, punitive or exemplary damages, personal injury including bodily injury, property damage (except as specifically stated in the **Agreement**), and attorney's fees.

FILING A CLAIM section is amended as follows: No claim will be denied for timeliness unless the late reporting prejudiced the **Service Contract Provider**.

AGREEMENT GENERAL PROVISIONS section is amended as follows: If more than one warranty or insurance policy can be applied to a claim, coverage under this **Agreement** shall be excess over all other such coverage(s), whether collectible or not.

FINANCIAL AGREEMENTS section is amended as follows: Failure to make monthly payments in a timely manner may result in cancellation of this **Agreement** and any refund will be returned per the cancellation requirements included in the **Agreement** and no claims will be approved.

The **DISPUTE RESOLUTION/ARBITRATION AGREEMENT AND CLASS ACTION WAIVER** section is deleted in its entirety and replaced with the following: If **You** and the **Obligor** fail to agree on the amount of a covered first party loss, either may make written demand upon the other to submit the dispute for appraisal. Within ten (10) days of the written demand, each party must notify the other of the appraiser each has selected. The two appraisers will promptly choose a competent and impartial umpire. Not later than fifteen (15) days after the umpire has been chosen, unless the time period is extended by the umpire, each appraiser will separately state, in writing, the amount of the loss. If the appraisers submit a written report of agreement on the amount of the loss, the agreed amount will be binding. If the appraisers fail to agree, the appraisers will promptly submit their differences to the umpire. A decision agreed to by one of the appraisers and the umpire will be binding. All expenses and fees, not including counsel or adjuster fees, incurred because of the appraisal shall be paid, as determined by the umpire. Except as specifically provided, nothing in this section is intended to or shall in any manner limit or restrict **Your** rights or the rights of the **Obligor**. The reference to **DISPUTE RESOLUTION/ARBITRATION AGREEMENT AND CLASS ACTION WAIVER** is deleted from Page 1.

I. OBLIGATIONS, is amended as follows: In the event the **Obligor** fails to provide a covered service within thirty (30) days after the **Agreement Holder** notifies the **Obligor** of a claim, or if the **Obligor** becomes insolvent or ceases to conduct business during the **Term** of this **Agreement**, **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.

ARIZONA: Nothing in this section 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.

G. CANCELLATION, Item 3. is amended as follows: The cancellation fee may not exceed ten percent (10%) of the amount paid by the **Agreement Holder** or fifty dollars (\$50.00), whichever is less.

The **Administrator** 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.

VEHICLES NOT COVERED section is amended as follows: **This Agreement does NOT provide coverage if the Vehicle condition occurred after the Agreement Purchase Date.**

ARKANSAS: **G. CANCELLATION** is amended as follows: Claims paid will not be deducted from **Your** cancellation refund amount. **I. OBLIGATIONS** is amended as follows: Obligations of the **Obligor** under this **Agreement** 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 **Agreement Holder** is entitled to make a claim directly against the insurance company referenced in **I. OBLIGATIONS** of this **Agreement**. 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 **I. OBLIGATIONS** of this **Agreement**. Policy Number 42OWNERSHLD.

CONNECTICUT: **G. CANCELLATION** is amended as follows: **You** may cancel this **Agreement** at any time for any reason by submitting a written request to the **Administrator** or **Seller** containing a copy of **Your Agreement**.

Under Regulations of Connecticut State Agencies 42-260-3, **We** are required to make reasonable efforts with **You** to resolve disputes regarding this **Agreement**. If **You** and **Us** cannot reach an agreement, **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 **Agreement** period is less than one (1) year, the coverage is automatically extended if the product is being repaired when the **Agreement** expires. In-home service is not provided.

FLORIDA: **G. CANCELLATION**, Items 1, 2 & 3 are deleted in their entirety and replaced with the following: **You** may cancel this **Agreement** by submitting a written request to the **Administrator** or **Seller** containing a copy of **Your Agreement**. During the first sixty (60) days from the **Agreement Purchase Date**, **We** or the **Seller** will refund **You** one hundred percent (100%) of the **Agreement Purchase Price**, less any claims paid on **Your Agreement**. After the first sixty (60) days from the **Agreement Purchase Date**, **We** or the **Seller** will refund **You** a pro rata amount of the **Agreement Purchase Price**, based on the months remaining, less a fifty-dollar (\$50.00) 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 **Agreement Holder**.

The **Administrator** section is amended as follows: **We** may cancel this **Agreement** during the first sixty (60) days following the **Agreement Purchase Date** for any reason. After sixty (60) days, **We** may cancel this **Agreement** for material misrepresentation or fraud at time of sale or for non-payment of the **Agreement Purchase Price**. If **We** cancel this **Agreement**, **We** or the **Seller** will refund **You** one hundred percent (100%) of the **Agreement Purchase Price**, less any claims paid on **Your Agreement**. If **We** cancel this **Agreement** for non- payment of the **Agreement Purchase Price** by **You**, **We** shall provide **You** notice of cancellation by certified mail. If **Your Agreement** 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 **Agreement**. The lienholder, if any, will be named on a cancellation refund check as their interest may appear. If **We** cancel this **Agreement** 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 (\$40.00).

The **Agreement Purchase Price** charged for this **Agreement** is not subject to regulation by the Florida Office of Insurance Regulation.

I. Obligations is amended to include: In the state of Florida obligations under this **Agreement** are not backed by an insurance policy.

GEORGIA: **G. CANCELLATION**, Item 3, is amended as follows: If **You** cancel the **Agreement** within thirty (30) days of the **Agreement 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 (\$50.00), whichever is less. If **You** have cancelled this **Agreement** 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 **Agreement**. 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 **Agreement** 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.

The **Administrator** section is amended as follows: **We** may cancel this **Agreement** for non-payment of the **Agreement** 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 **Agreement** is cancelled after the first thirty (30) days or a claim has been filed, **We** will refund an amount of the **Agreement** Purchase Price according to the pro-rata method reflecting the greater of the days in force or the miles driven based on the **Term** of the plan selected and the date **Agreement** 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**.

VEHICLES NOT COVERED, (d) is deleted and replaced with the following: Vehicles used for on or off-road racing or vehicles which are equipped or used for towing in excess of what is recommended by the manufacturer. Vehicles with modifications or alterations to the powertrain, exhaust system and suspension made by You or with Your knowledge that do not meet manufacturer's specifications or are not approved by the Vehicle manufacturer, including but not limited the failure of any custom or add-on part, all frame or suspension modifications not recommended by manufacturer, lift kits over 6 inches, drops exceeding 4 inches, any tire that is not recommended by the original manufacturer if it creates an odometer/speedometer variance of greater than 4%, trailer hitches (unless factory installed). Also not covered are any emissions and/or exhaust systems modifications, engine modifications, transmission modifications, and/or drive axle modifications, which includes any performance modifications.

CONDITIONS NOT COVERED, (p) is deleted and replaced with the following: If information provided by You cannot be verified as accurate or is found to be deceptively inaccurate.

CONDITIONS NOT COVERED, (j), sludge is removed.

The funding party and lienholder may only cancel for nonpayment in the event of total loss or repossession of the **Vehicle**.

The **Validation Period** will not exceed thirty (30) days and one thousand (1,000) miles and the thirty (30) days and one thousand (1,000) will be added to the **Agreement Term** at expiration.

The **DISPUTE RESOLUTION/ARBITRATION AGREEMENT AND CLASS ACTION WAIVER** section is deleted in its entirety.

HAWAII: G. CANCELLATION, Item 3, is amended as follows: If **You** cancel this **Agreement** 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 **Agreement**, **We** will mail a written notice five (5) days prior to the cancellation effective date stating the reason for 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: G. CANCELLATION, Item 3, is amended 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 **Agreement** is not guaranteed by the Idaho Insurance Guarantee Association.

I. OBLIGATIONS is amended as follows: Obligations of the **Obligor** under this **Agreement** 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 **Agreement Holder** is entitled to make a claim directly against the insurance company referenced **I. OBLIGATIONS** of this **Agreement**.

ILLINOIS: G. CANCELLATION is amended as follows: If **You** elect cancellation, **We** may retain a cancellation fee not to exceed the lesser of ten percent (10%) of the **Agreement** Purchase Price or fifty dollars (\$50.00).

Your Agreement 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 **Agreement** shall be considered proof of payment. This **Agreement** is not insurance and is not subject to Indiana insurance law.

I. OBLIGATIONS is amended as follows: Obligations of the **Obligor** under this **Agreement** 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 **Agreement Holder** is entitled to make a claim directly against the insurance company referenced in **I. OBLIGATIONS** of this **Agreement**.

IOWA: G. CANCELLATION, Item 3, is amended as follows: If cancelled after the first thirty (30) days, the cancellation fee for cancellation by the **Agreement Holder** can be no more than ten percent (10%) of the **Agreement** Purchase Price or fifty dollars (\$50.00) whichever is less. If **You** cancel this **Agreement** 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 **Agreement** to **Us**.

The **Administrator** section is amended as follows: If **We** cancel this **Agreement**, 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 **Agreement** is subject to applicable provisions of Iowa Consumer Credit Code, Chapter 537.

I. OBLIGATIONS is amended as follows: Obligations of the **Obligor** under this **Agreement** 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 **Agreement Holder** is entitled to make a claim directly against the insurance company referenced in **I. OBLIGATIONS** of this **Agreement**.

KENTUCKY: Transfer fee and cancellation fee are not applicable.

MARYLAND: G. CANCELLATION, Item 3, is deleted in its entirety and replaced with the following: If **You** are the original **Agreement Holder** and **You** cancel this **Agreement** within thirty (30) days of the original **Agreement** Purchase Date, a full refund will be issued, less any claims paid. If **You** cancel this **Agreement** after thirty (30) days, **You** will receive a pro-rata refund of the total **Agreement** Purchase Price based on the greater of the days in force or the miles driven compared to the total **Agreement** Term. The **Term** of this **Agreement** for cancellation purposes will be based on the **Agreement** Purchase Date and the **Vehicle** mileage on such date. Refunds hereunder shall be issued less the value of any services received by the **Agreement Holder** (including claims paid). The cancellation fee does not apply in Maryland. A ten percent (10%) penalty per month of the **Agreement** Purchase Price shall be added to a refund that is not paid within forty-five (45) days of return of this **Agreement** 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 **Agreement Holder**.

The **Administrator** section is amended as follows: After forty-five (45) days, **We** cannot cancel this **Agreement** except, when there exists: (1) a material misrepresentation or fraud at the time of sale of the **Agreement**; (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 **Agreement** 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 **Agreement**.

BREAKDOWN/MECHANICAL BREAKDOWN - A breakdown will also be covered if it was caused by normal wear and tear of a Covered Component.

This **Agreement** will be extended automatically if the **Obligor** fails to perform the services under the **Agreement**. Likewise, this **Agreement** does not terminate until the services are provided in accordance with the terms of the **Agreement**. 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 **H. OBLIGATIONS** of this **Agreement**.

MINNESOTA: G. CANCELLATION, Item 3, is amended 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 **Agreement** to the **Administrator**.

The **Administrator** section is amended as follows: If **We** cancel the **Agreement**, 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 **Agreement** Purchase Price, material misrepresentation or substantial breach of duties by **You**.

MISSISSIPPI: G. CANCELLATION, Item 3, is amended as follows: The cancellation fee is not to exceed ten percent (10%) of the **Agreement** Purchase Price or fifty dollars (\$50.00), whichever is less. A ten percent (10%) penalty per month shall be added to a refund that is not made within forty-five (45) days of return of this **Agreement** to **Us**.

The **Administrator** section is amended as follows: If **We** cancel the **Agreement**, 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 **Agreement** Purchase Price, material misrepresentation, or substantial breach of duties by the **Agreement Holder** relating to the **Vehicle** or its use. If **We** cancel this **Agreement** within the first thirty (30) days following the **Agreement** Purchase Date, a full refund of the **Agreement** Purchase Price will be issued, less any claims paid. After thirty (30) days, a pro-rata refund of the total **Agreement** Purchase Price based on the greater of the days in force or the miles driven compared to the total **Agreement** Term will be issued less the amount of any claims paid. This **Agreement** is not supported by a manufacturer or distributor.

IMPORTANT NOTICE ABOUT YOUR COVERAGE:

- 1.) This **Agreement** includes a binding **DISPUTE RESOLUTION/ARBITRATION AGREEMENT AND CLASS ACTION WAIVER** agreement.
- 2.) The **DISPUTE RESOLUTION/ARBITRATION AGREEMENT AND CLASS ACTION WAIVER** 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 **Agreement Holder** under this **Agreement**, **You** must resolve any dispute related to the **Agreement** 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 **Agreement**, **You** may contact (800) 888-2738.

MONTANA: G. CANCELLATION, **Administrator** section is amended as follows: If **We** cancel this **Agreement**, **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 **Agreement Holder** relating to the **Vehicle** or its use.

NEBRASKA: The **DISPUTE RESOLUTION/ARBITRATION AGREEMENT AND CLASS ACTION WAIVER** section is deleted in its entirety and replaced

with the following: Any claim or dispute in any way related to this **Agreement**, by a person covered under this **Agreement** against **Us** or **Us** against a person covered under this **Agreement**, 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: G. CANCELLATION, Item 3, is deleted in its entirety and replaced with the following: **You** may cancel this **Agreement** by submitting a written request to the **Administrator** or **Seller** containing a copy of **Your Agreement** and the current mileage on **Your Vehicle**. During the first thirty (30) days from the **Agreement** Purchase Date, **We** or the **Seller** will refund **You** one hundred percent (100%) of the **Agreement** Purchase Price. After the first thirty (30) days from the **Agreement** Purchase Date, **We** will refund **You** a pro-rated amount of the **Agreement** Purchase Price, less a twenty-five dollar (\$25.00) cancellation fee, within forty-five (45) days after the **Agreement** 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 **Agreement** to **Us**. If a refund is owed, the refund will be paid or credited within forty-five (45) days from the date the **Obligor** or **Seller** receive notice of cancellation from the **Agreement Holder**.

The **Administrator** section is deleted in its entirety and replaced with the following: **We** may cancel this **Agreement** during the first thirty (30) days of the **Agreement** Purchase Date for any reason. After thirty (30) days, **We** may cancel this **Agreement** for material misrepresentation or fraud by **You** at time of sale or non-payment of **Agreement** Purchase Price by **You**. If **We** cancel this **Agreement**, **We** or the **Seller** will refund **You** one hundred percent (100%) of the **Agreement** Purchase Price. No claims paid on **Your Agreement** will ever be deducted from any refund issued pursuant to this **Agreement** in Nevada. If **We** cancel this **Agreement**, no cancellation will become effective until at least fifteen (15) days after the notice of cancellation is mailed to **You**. If **Your Agreement** 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 **Agreement**. 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 **Agreement** and a refund is owed, the refund will be paid or credited within thirty (30) days from the effective date of the cancellation.

This **Agreement** is non-renewable. Transfer fee may not exceed twenty-five dollars (\$25.00).

This **Agreement** 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 **Agreement** 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 **Agreement**. If **You** are not satisfied with the manner in which **We** are handling the claim on the **Agreement**, **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: CANCELLATION section, is amended as follows: The cancellation fee may not exceed ten (10%) percent of the amount paid by the **Agreement Holder** or fifty dollars (\$50), whichever is less. Claims paid will not be deducted from **Your** cancellation refund amount. If **You** have any questions regarding this **Agreement**, **You** may contact **Us** by mail or by phone. Refer to Page 1 of this **Agreement** for **Our** address and toll-free number. In the event **You** do not receive satisfaction under this **Agreement**, **You** may contact the New Hampshire Insurance Department at the following address: 21 Fruit Street, Suite 14, Concord, New Hampshire 03301.

The **DISPUTE RESOLUTION/ARBITRATION AGREEMENT AND CLASS ACTION WAIVER** is subject to N.H. Rev. Stat. 542.

NEW JERSEY: G. CANCELLATION, Item 3, is amended as follows: If **You** request cancellation of this **Agreement** within thirty (30) days of the **Agreement** Purchase Date, a ten percent (10%) penalty per month of the **Agreement** Purchase Price will be added to the refund if it is not made within forty-five (45) days of return of this **Agreement** to **Us**.

The **Administrator** section is amended as follows: If **We** cancel this **Agreement**, **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 **Agreement** Purchase Price; a material misrepresentation by **You** to **Us**; or substantial breach of duties by **You** relating to the **Vehicle** or its use.

NEW MEXICO: G. CANCELLATION, Item 3, is amended as follows: If the **Agreement Holder's** refund is not returned within sixty (60) days of return of this **Agreement** to **Us**, a ten percent (10%) penalty of the **Agreement** Purchase Price, for each thirty (30)-day period or portion thereof that the refund remains unpaid will be added to the refund. If the **Agreement Holder** cancels this **Agreement** thirty (30) days after the **Agreement** Purchase Date, a refund of one hundred percent (100%) of the unearned pro rata **Agreement** Purchase Price will be provided, less a cancellation fee of fifty dollars (\$50.00) or ten percent (10%) of the **Agreement** Purchase Price, whichever is less, and less any claims paid. The right to void this **Agreement** is not transferable and applies to only the original **Agreement Holder**.

The **Administrator** section is amended as follows: No **Agreement** that has been in effect for at least sixty (60) days will be cancelled by **Us** before the expiration of the agreed **Term** or one (1) year after the **Agreement** Purchase Date, whichever occurs first, except on any of the following grounds: **Your** failure to pay an amount when due; **You** are convicted of a crime that results in an increase in the service required under the **Agreement**; Discovery of fraud or material misrepresentation by **You** in obtaining the **Agreement** or in presenting a claim for service there under; or Discovery of either of the following if it occurred after the **Agreement** Purchase Date and substantially and materially increased the service required under the **Agreement**: a) An act or omission by **You**; or b) **Your** violation of any condition of the **Agreement**. If **We** cancel the **Agreement**, 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: G. CANCELLATION, Item 3, is amended as follows: If this **Agreement** is originally delivered to **You** by mail, **You** may cancel this **Agreement** within thirty (30) days after the **Agreement** was mailed to **You** and receive a full refund of the **Agreement** Purchase Price provided no claim has been made under the **Agreement**. If a full refund is due to **You** under this **Agreement**, 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 **Agreement** to **Us**.

The **Administrator** section is amended as follows: If the **Obligor** cancels, a notice of cancellation will be sent to the **Agreement 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 **Agreement 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.

I. OBLIGATIONS is amended as follows: Obligations of the **Obligor** under this **Agreement** 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 **Agreement Holder** is entitled to make a claim directly against the insurance company referenced in **I. OBLIGATIONS** of this **Agreement**.

NORTH CAROLINA: G. CANCELLATION, Items 2 and 3, are amended as follows: a fifty dollar (\$50.00) cancellation fee or ten percent (10%) of the pro-rata refund amount, whichever is less, is applicable.

The **Administrator** section is amended as follows: **We** may only cancel this **Agreement** for non-payment of the **Agreement** Purchase Price or for a direct violation of the **Agreement** by **You**.

OHIO: G. CANCELLATION, Item 3, is amended as follows: In the event **You** cancel the **Agreement** and no refund is received, **You** may contact the insurance company indicated in **I. OBLIGATIONS** of this **Agreement** for **Your** refund. This **Agreement** is not an insurance policy and is not subject to the insurance laws of this state.

I. OBLIGATIONS is amended as follows: Obligations of the **Obligor** under this **Agreement** 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 **Agreement Holder** is entitled to make a claim directly against the insurance company referenced in the Obligations section of this **Agreement**.

OKLAHOMA: G. CANCELLATION, Item 3, is deleted in its entirety and replaced with the following: **You** may cancel this **Agreement** by submitting a written request to the **Administrator** or **Seller** containing a copy of **Your Agreement**. If **You** cancel during the first thirty (30) days from the **Agreement** Purchase Date, and no claim has been authorized or paid, **We** or the **Seller** will refund **You** one hundred percent (100%) of the **Agreement** Purchase Price. After the first thirty (30) days from the **Agreement** 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, less the cost of service provided under this **Agreement** and less a cancellation fee of 10% of the unearned pro rata premium or fifty dollars (\$50.00), 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 **Agreement Holder**.

The **Administrator** section is amended as follows: **We** may cancel this **Agreement** during the first thirty (30) days of the **Agreement** Purchase Date for any reason. After thirty (30) days, **We** may cancel this **Agreement** for material misrepresentation or fraud at time of sale or for non-payment of **Agreement** Purchase Price. If **We** cancel this **Agreement**, **We** or the **Seller** will refund **You** one hundred percent (100%) of the **Agreement** Purchase Price, less the cost of service provided under this **Agreement**. If **Your Agreement** 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 **Agreement**.

Oklahoma service warranty statutes do not apply to **Commercial Use** references in service warranty agreements.

Coverage afforded under this **Agreement** is not guaranteed by the Oklahoma Insurance Guaranty Association. Oklahoma Service Warranty License # 507623391.

The **DISPUTE RESOLUTION/ARBITRATION AGREEMENT AND CLASS ACTION WAIVER** 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.

OREGON: If **You** have any questions regarding this **Agreement**, 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. The Arbitration agreement is not applicable for Oregon. Any arbitration must be by mutual agreement and conducted under local rules as required under ORS Chapter 36.

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.

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 **Agreement**: In addition to the dealer warranty required by this law, **You** have elected to purchase this **Agreement**, 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 **Agreement**. The required dealer warranty is provided free of charge. Furthermore, the definitions, Coverages and exclusions stated in this **Agreement** apply only to this **Agreement** and are not the terms of the required dealer warranty.

SOUTH CAROLINA: G. CANCELLATION, Item 3, is amended 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 **Agreement to Us**.

The **Administrator** section is revised as follows: If **We** cancel this **Agreement** 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 **Agreement**, 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: G. CANCELLATION, Item 3, is deleted in its entirety and replaced with the following: If the **Agreement Holder** cancels this **Agreement** before the thirty-first (31) day following the **Agreement** Purchase Date, the **Agreement Holder** will receive a full refund of the total **Agreement** Purchase Price. If a claim has been incurred before the thirty-first (31) day, the **Agreement Holder** shall receive a full refund of the **Agreement** Purchase Price less claims paid. If the **Agreement Holder** cancels this **Agreement** after the thirty-first (31) day, The **Agreement Holder** will receive a pro-rata refund of the total **Agreement** Purchase Price, based on the days in force compared to the total **Agreement Term**, less claims paid and the applicable cancellation fee in the amount of fifty dollars (\$50.00). The **Term** of this **Agreement** for cancellation purposes will be based on the **Agreement** 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** receives notice of cancellation from the **Agreement 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 **Agreement to Us**.

The **Administrator** section is amended as follows: If **We** cancel this **Agreement** for any reason other than non-payment of the **Agreement** 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 **Agreement**.

If **You** have any questions regarding the regulation of this **Agreement** 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 #587.

UTAH: G. CANCELLATION, **Administrator** section is amended as follows: This **Agreement** 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 **Agreement**, **We** will mail to **You** written notice of cancellation at least thirty (30) days before the cancellation date. However, if **We** cancel this **Agreement** within the first sixty (60) days after the **Agreement** Purchase Date or if **We** cancel this **Agreement** 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 **Agreement** is not guaranteed by the Property and Casualty Guarantee Association. This **Agreement** is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department.

Your Responsibilities (3) EMERGENCY REPAIRS is deleted in its entirety. 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.

I. OBLIGATIONS is revised as follows: Obligations under this **Agreement** 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 any claim within sixty (60) days, or if the **Obligor** becomes insolvent or ceases to conduct business during the **Term** of this **Agreement**, **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 **DISPUTE RESOLUTION/ARBITRATION AGREEMENT AND CLASS ACTION WAIVER** 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 attorneys' 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, or 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: G. CANCELLATION, **Administrator** section is amended as follows: **We** may only cancel this **Agreement** for fraud or material misrepresentation affecting the **Agreement** or the presentation of a claim there under, non-payment of the **Agreement** Purchase Price, or violation of any of the terms or conditions of the **Agreement**. If **We** cancel this **Agreement** for non-payment, **We** will provide a written notice within fifteen (15) days of the cancellation date. If **We** cancel this **Agreement** for any other reason, **We** will provide a written notice with the reason for cancellation by certified mail within forty- five (45) days of the cancellation date.

VIRGINIA: If any promise made in the **Agreement** 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.

WEST VIRGINIA: G. CANCELLATION, Item 3, is amended 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 **I. OBLIGATIONS** of this **Agreement**.

The **DISPUTE RESOLUTION/ARBITRATION AGREEMENT AND CLASS ACTION WAIVER** 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.

WYOMING: G. CANCELLATION, Item 3., is amended as follows: If a full refund is due to **You** under this **Agreement**, 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 **Agreement** to **Us**.

Administrator section is amended as follows: The **Obligor** of the **Agreement** shall mail a written notice to the **Agreement Holder** at the last known address of the **Agreement 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 **Agreement** Purchase Price, a material misrepresentation by the **Agreement Holder** to the **Obligor**, or a substantial breach of duties by the **Agreement Holder** relating to the **Vehicle** or its use. The notice shall state the effective date of the cancellation and the reason for cancellation.

TO TRANSFER THIS **AGREEMENT**, COMPLETE THE FOLLOWING TRANSFER REQUEST AND MAIL IT ALONG WITH A PHOTOCOPY OF PAGE 1 OF THIS **AGREEMENT** TO: THE **OBLIGOR**, PO Box 852770, Richardson, TX 75085.

Please transfer the remainder of the **Agreement**. I am transferring this **Agreement** in accordance with the provisions stated in the **Agreement**. In order to transfer I am enclosing with this Transfer Request and a \$50.00 check or money-order payable to the Service Agreement Provider: Smart AutoCare

Name of New Owner: _____ Date of Transfer: _____

Address: _____ City, ST, Zip _____

Odometer Mileage on Date of Transfer: _____

Signature of Vehicle Purchaser: _____ Signature of Vehicle Seller: _____

Verification that the **Vehicle** has been maintained as required by this **Agreement** must be supplied by the **Vehicle** seller to the **Vehicle** purchaser. Transfer will be valid when **Vehicle** purchaser receives a confirmation letter from **Administrator**.