[INSERT LOGO]
VEHICLE SERVICE AGREEMENT

SCHEDULE PAGE

SECTION 1 – VEHICLE INFORMATION **AGREEMENT#**

YEAR	MAKE	MODEL	NEW ☐ USED ☐	AGREEMENT PURCHASE DATE:

VEHICLE IDENTIFICATION NUMBER (VIN)	CURRENT MILEAGE	VEHICLE PURCHASE PRICE	DEDUCTIBLE	AGREEMENT PURCHASE PRICE:
			$100.00	

AGREEMENT TERMS OF PAYMENT:
Paid In Full ☐ Payment Plan ☐ Financed ☐ Leased ☐

TERM:	MILEAGE LIMIT:

COVERAGES:
☐ **Essential** ☐ **Essential Plus**
☐ **Premium** ☐ **Exclusive**

_____
Initials

WA Residents only: By initialing this box, You acknowledge that You have reviewed with the Seller all product coverage sub-sections of this Agreement which discloses Coverages, Exclusions, General Provisions, Cancellation, Your Responsibilities, Limit of Liability, Transfer provisions, and the Implied Warranty and Cancellation sections of the WA State Disclosure. Pre-existing conditions and consequential damages are not covered under this Agreement.

SURCHARGES:

☐ **Qualified Lift Or Drop/Oversized Tires** ☐ **Turbocharger/Supercharger** ☐ **Commercial Use** ☐ **All Wheel Drive / 4x4**

☐ **Diesel** ☐ **Ride Share** ☐ **Luxury Electronics** ☐ **Hybrid Vehicles** ☐ **EV Battery Coverage** **(Applies to Hybrid/Electric Vehicles ONLY)**

SECTION 2 – AGREEMENT HOLDER INFORMATION

NAME (LAST)	(FIRST)	(MI)	PHONE

ADDRESS	CITY	STATE	ZIP	E-MAIL ADDRESS

SECTION 3 –SELLER INFORMATION

NAME	PHONE

ADDRESS	CITY	STATE	ZIP

SECTION 4 – LIENHOLDER INFORMATION

NAME	ADDRESS	CITY	STATE	ZIP

If no coverage is stated above, the Essential Coverage will automatically be applied.

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 A **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 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 agree 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 section of this **Agreement**. THIS AGREEMENT CONTAINS A BINDING ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES.

Customer Signature	Purchase Date	Seller Representative – Signature

AUTHORIZATION IS REQUIRED PRIOR TO THE COMMENCEMENT OF ALL REPAIRS!
FOR NATIONWIDE CLAIMS CALL: [800-552-2709]

SAMPLE AGREEMENT

DEFINITIONS

ADMINISTRATOR - LOTSOLUTIONS, INC., [10751 Deerwood Park Blvd., Ste. 200, Jacksonville, Florida 32256] [(844) 241-5518)] except in the state of Florida. In the state of Florida, Lyndon Southern Insurance Company, [10751 Deerwood Park Blvd., Ste. 200, Jacksonville, Florida 32256], (Florida License No. 03698) is providing administration.
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 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 non-covered parts.
COMMERCIAL USE – A **Commercial Use** vehicle is defined as a vehicle registered to a business and/or for business purposes. **Vehicles that are used in excess of manufacturer's G.V.W. Vehicles used for construction purposes, delivery purposes, commercial towing, commercial farm operation, tow trucks, snowplows any type of emergency vehicles, volunteer public service(s), motor pool vehicles, rental, taxi cabs, livery or for excessive hauling and pulling are excluded from coverage hereunder.** (This does not include **Rideshare** i.e. Uber or Lyft.)
COVERED PART – The eligible parts listed in the **Breakdown** section of this **Agreement**, 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 roadside assistance, substitute transportation, or trip interruption coverage. $100 **DEDUCTIBLE** WILL APPLY IF NO DEDUCTIBLE IS NOTED.
ELECTRIC VEHICLE (EV): A **Vehicle** which uses one or more electric motors for propulsion. Also referred to as an Electric Drive **Vehicle**.
EV BATTERY: The **EV Battery** pack or individual **EV Battery** cell(s) installed in **Your Vehicle**. The **EV Battery** that is installed may vary based on the make and model of a vehicle. **An EV Battery is ONLY eligible for coverage under this Agreement if You elect the Optional EV Battery Surcharge and it meets the requirements herein.**
EV BATTERY BREAKDOWN: The permanent reduction in the amount of energy that an **EV Battery** can store, which directly impacts its ability to hold an adequate charge. According to the terms and conditions of this **Agreement**, **EV Battery Breakdown** has occurred once **Your Vehicle's EV Battery** fails to hold 70% of its original storage capacity. If **Your Vehicle** states a lower manufacturer's capacity allowance, the allowable degradation will be the lesser of the two capacity limits. **An EV Battery is ONLY eligible for coverage under this Agreement, if You elect the Optional EV Battery Surcharge**
Hybrid(s), Hybrid Vehicle(s), Hybrid Electric Vehicle(s) ("HEV"): A **Vehicle** that is equipped with and is propelled alternately by both an internal combustion engine and an electric motor.
INTERNAL 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.
OBLIGOR, WE, US, AND OUR - Auto Knight Motor Club, Inc., [10751 Deerwood Park Blvd., Ste. 200, Jacksonville, FL 32256 (844) 241-5518)] (California License No. 0F82046) who is the **Obligor** to this **Agreement** except in the state of Florida and Oklahoma. In the state of Florida and Oklahoma, the **Obligor** is Lyndon Southern Insurance Company, [10751 Deerwood Park Blvd., Ste. 200, Jacksonville, FL 32256, Tel: (800) 888-2738], (Florida License No. 03698, Oklahoma License No. 44194686).
OVERSIZED TIRES – Approved tires are those tires that do not exceed thirty-five inches (35") in diameter
PAYMENT PLAN – The Payment Plan Agreement attached to this Vehicle Service Agreement that outlines the terms in which you have agreed to pay on a monthly basis.
PRE-EXISTING – A condition and/or failure that within all reasonable mechanical probability and mechanical fitness existed prior to the **Agreement** Purchase Date.
QUALIFIED LIFT OR DROP – Vehicles with lift kits not greater than six inches (6") or drops not lower than four inches (4").
RIDESHARE – A car service in which a person arranges a ride in a privately-owned vehicle (i.e. Uber, Lyft, or vehicles with a TLC license in New York City and New York, excluding Taxi or Yellow Cab).
REPAIR FACILITY – A licensed **Repair Facility** (licensed as a retail merchant to perform mechanical repairs) authorized by the **Administrator** to perform repair services under this **Agreement**.
SCHEDULE PAGE – Page 1 of this **Agreement** where information regarding **You**, **Your Vehicle,** and coverage options is shown.
SELLER – The entity from whom **You** purchased this **Agreement**.
TERM – The maximum number of months indicated on the **Schedule Page** that this **Agreement** shall be in force.
VEHICLE – The **Vehicle** covered by the terms and conditions of this **Agreement** as listed on the **Schedule Page**.

SAMPLE AGREEMENT

SCHEDULE OF COVERAGES

BREAKDOWN

BREAKDOWN COVERAGE BEGINS ON THE **AGREEMENT** PURCHASE DATE LISTED ON THE **SCHEDULE PAGE**. **BREAKDOWN** COVERAGE ENDS AT 12:00 MIDNIGHT ON THE DAY OF THE COVERAGE **TERM** LISTED ON THE **SCHEDULE PAGE** EXPIRES OR WHEN THE **VEHICLE**'S ODOMETER MILEAGE EXCEEDS THE ODOMETER MILEAGE ON THE **AGREEMENT** PURCHASE DATE LISTED ON THE **SCHEDULE PAGE**, PLUS THE COVERAGE MILEAGE LIMIT LISTED ON THE **SCHEDULE PAGE**, WHICHEVER OCCURS SOONER.

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 in SUBSECTION, "HOW TO FILE 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. We** will pay 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**.

ESSENTIAL COVERAGE

GASOLINE ENGINE – All **Internal Lubricated Parts** within the engine including pistons, piston rings, piston pins, crankshaft, main bearings, thrust washer, connecting rods, connecting rod bearings, camshaft, camshaft sprocket, camshaft bearings, timing 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; engine mounts. **Cases, housings, engine block, oil pan and cylinder heads are covered only if damaged by the failure of an Internal Lubricated Part.**

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

TURBOCHARGER/SUPERCHARGER – (**If You selected Turbocharger/Supercharger on the Schedule Page and paid the applicable surcharge)** (factory installed only) **Turbocharger**/**Supercharger** housing and all **Internal Lubricated Parts**.

TRANSMISSION – All **Internal 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; backup light switch; speed sensor; speedometer cable; neutral safety switch; auxiliary valve body; modulator valve; parking pawl; speedometer drive gear. **Transmission cases, housings, and transmission oil pan are covered only if damaged by the failure of an Internal Lubricated Part.**

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

FRONT WHEEL DRIVE/REAR WHEEL DRIVE SYSTEM – All **Internal Lubricated Parts** within the drive axle/transaxle assembly including differentials, ring gear, pinion gear, pinion bearings, axle bearings, axle races, axle flange, carrier bearing, center bearings, differential carrier, drive axle bearings, pins, retainers, shims, side gears, slip joint, spider gears. Pinion flange; U joints; axle shafts; CV joints; drive axle; drive shaft; flex disc; half shafts; hub bearings; wheel bearings; yokes; lock ring; lock nuts. **Drive axle housing is covered only if damaged by the failure of an Internal Lubricated Part.**

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

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 one hundred and fifty thousand (150,000) miles as indicated on **Your** odometer or the expiration of the term of this Agreement, whichever occurs first. **After one hundred and fifty thousand (150,000) miles, seals and gaskets will be covered only if required in conjunction with a covered repair.**

ESSENTIAL PLUS COVERAGE

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

AIR CONDITIONING AND HEATING – Heater core; blower motor; air conditioning compressor; air conditioning compressor clutch; air conditioning compressor pulley; air conditioning condenser; air conditioning evaporator; air conditioning receiver dryer; air conditioning orifice tube; air conditioning expansion valve; air conditioning power module, controller and relay; air conditioning and heating dash control unit/temperature control programmer; accumulator; heater control valve; high/low cut-off switches; cycling

SAMPLE AGREEMENT

switch; idler pulley; idler pulley bearing; serpentine belt tensioner; electronic temperature control sensors; temperature sensor internal; ambient temperature sensor. Refrigerant only if needed in conjunction with the repair of a **Covered Part.**
COOLING SYSTEM – Water pump; belt tensioners; radiator; thermostat; oil cooler; cooling fan clutch; cooling fan electric motors; fan blade assembly; 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; warm up regulator.
DIESEL FUEL SYSTEM – (**If You selected Diesel on the Schedule Page and paid the applicable surcharge)** 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; 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; power mirror heating elements; 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; power mirror motor; safety restraint system; air bag; air bag control module; air bag sensors and switches; impact sensors; 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; 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; 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; 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; 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 one hundred and fifty thousand (150,000) miles as indicated on **Your** odometer or the expiration of the term of this Agreement, whichever occurs first. **After one hundred and fifty thousand (150,000) miles, seals and gaskets will be covered only if required in conjunction with a covered repair.**

PREMIUM COVERAGE

Parts covered include but are not limited to all components listed in Essential Plus 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 – (If You selected Hybrid Vehicles on the Schedule Page and paid the applicable surcharge) 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); PDU converter.
ENTERTAINMENT AND NAVIGATION – (**If You selected Luxury Electronics on the Schedule Page and paid the applicable surcharge)** (Factory installed only) DVD players, VHS players, and navigation equipment.

EXCLUSIVE COVERAGE

If Exclusive is indicated on the **Schedule Page**, this **Agreement** will provide coverage for any **Breakdown** of **Your Vehicle's** components, less the selected **Deductible** (if applicable), except for those items listed under "WHAT IS NOT COVERED" in this **Agreement**.

OPTIONAL SURCHARGES

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

SAMPLE AGREEMENT

A. OVERSIZED TIRES/LIFTED/DROP

Your Vehicle is street legal in the state where **You** reside, covered component **Breakdowns** in **Vehicles** lifted between [two inches (2") and six inches (6"), and vehicles lowered up to two inches (2"), and/or any tire size not specified by the manufacturer and does not exceed 35" will be covered, subject to the terms and conditions herein. **NOTE: All parts used to lift or lower the Vehicle are not covered in any instance.**

B. SNOWPLOW

Your Vehicle is street legal in the state where **You** reside, covered component **Breakdowns** in **Vehicles** outfitted with a snowplow will be covered, to the terms and conditions herein. **NOTE: All parts used with the snowplow are not covered in any instance.**

C. COMMERCIAL USE

We will provide coverage for those **Vehicles** defined as **Commercial Use Vehicles**. If the **Vehicle** is registered in the name of a business, the optional **Commercial Use** surcharge must be paid, regardless of whether or not the **Vehicle** is being used for commercial purposes.

D. HYBRID/EV BATTERY

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

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

ADDITIONAL BENEFITS UNDER THIS AGREEMENT

A. SUBSTITUTE TRANSPORTATION (RENTAL)

If **Your Vehicle** becomes inoperative due to a **Breakdown**, that is covered by this **Agreement**, **We** will pay for car rental reimbursement up to fifty dollars ($50.00) per day that the **Vehicle** is in the shop for repairs, not to exceed three hundred and fifty dollars ($350.00). Car Rental is not provided for delays because of **Repair Facility** scheduling or for repairs not covered by this **Agreement.** Car Rental will be reimbursed only upon receipt of an invoice from a licensed car rental agency.

B. 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 and twenty-five dollars ($225.00).

C. 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.**

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**.

SAMPLE AGREEMENT

Your coverage begins on the **Vehicle** 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.

FILING A CLAIM

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 [800-552-2709] for assistance.
4. The **Repair Facility** must call the Claim Department 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. **You** must 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. **You** must 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. **You** must, 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 the **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 [(844) 241-5518] or "Text STOP to end."

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EXCLUSIONS - WHAT IS NOT COVERED

A. PARTS AND SERVICES NOT COVERED

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

Interior maintenance, adjustment and wear items including buttons, carpet, water leaks, dash pad, door and window handles, knobs, rearview mirror (glass housing, and housing contents), and trim.

(1) **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, and housing contents), air and water leaks, weather-strip, wheel covers/ornaments, wind noise, and physical damage to alignment, bumper, or body parts.**

(2) **Service adjustments/cleaning, a contaminated fuel system, air conditioning recharge, batteries, hybrid batteries (Unless the Hybrid Vehicles Surcharge is selected on the Schedule Page and paid for), battery cables, fuses, relays, bolts and fasteners, belts, brakes (drums, shoes, linings, disc rotors and pads), exhaust system (including catalytic converter), lights (bulbs, sealed beams, and 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 replacement is required in conjunction with a Breakdown.**

(3) **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.**

(4) **Cases, housing, engine block and cylinder heads are covered only if damaged by the failure of an Internal Lubricated Part.**

(5) **If You have not selected "Exclusive Coverage" on the Schedule Page, the following Factory Installed Components/Systems are not covered: 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.**

(6) **Seals and Gaskets on Covered Parts are not covered for premature failure on vehicles with over one hundred and fifty thousand (150,000) miles on the odometer at the time of failure. After one hundred and fifty thousand (150,000) miles, seals and gaskets will be covered only if required in conjunction with a covered repair.**

B. VEHICLES NOT COVERED

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

(1) **Vehicles not certified for sale within the United States, salvaged vehicles, vehicles that have been declared a total loss, and vehicles that have been sold for scrap.**

(2) **Trucks or vans with a Gross Vehicle Weight (GVW) in excess of thirteen thousand and three hundred (13,300) lbs.**

(3) **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.**

(4) **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.**

(5) **Vehicles with modifications or alterations, unless the related surcharge is selected on the Schedule Page, 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 to the failure of any custom or add-on part, all frame or suspension modifications not recommended by manufacturer, lift kits greater than six inches (6"), drops lower than four inches (4"), tires that exceed thirty-five inches (35") in diameter, 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.**

C. CONDITIONS NOT COVERED

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

(1) **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.**

(2) **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.**

(3) **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 ten percent (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, lightening, malicious mischief, oil contamination, rust or corrosion, theft or larceny, vandalism, water, water contamination, windstorm, and other external forces or events.**

(4) **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.**

(5) **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.**

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(6) 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.

(7) Breakdown of a covered part caused by a non-covered part.

(8) 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.

(9) A breakdown caused by negligence, misuse, improper servicing, or failure by You to perform manufacturer required/recommended maintenance services.

(10) 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.

(11) A breakdown of any part if the odometer is inoperative or has been disconnected subsequent to Your purchase of the Vehicle.

(12) 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.).

(13) A breakdown or repair occurring outside the United States, its territories and possessions, or Canada.

(14) Any fees or expenses charged for the disposal, cleanup, neutralization, removal, treatment, or detoxification of environmentally unsafe materials.

(15) Any Breakdown occurring before Breakdown Coverage takes effect.

(16) If the information provided by You or the Repair Facility cannot be verified as accurate or is found to be deceptively inaccurate.

(17) 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, and commercial loss.

(18) 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.

(19) All COVERED PARTS not in good working order prior to the Vehicle Purchase Date**.**

D. YOUR RESPONSIBILITIES

(1) MAINTENANCE REQUIREMENTS

You must keep all fluids at proper levels and have **Your Vehicle** checked and serviced in accordance with the manufacturer's recommendations as outlined in the Owner's Manual provided by the manufacturer of **Your Vehicle**. NOTE: **Your Vehicle** Owner's Manual lists different servicing recommendations based on **Your** individual driving habits and climate conditions. **You** are required to follow the maintenance schedule that applies to **Your** conditions. Failure to follow the manufacturer's recommendations that apply to **Your** specific conditions may result in the denial of Coverage.

(2) PROOF OF MAINTENANCE LOG

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

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

Emergency repairs are only those repairs, which, if not performed, would render Your Vehicle inoperable or unsafe to drive and impair its future operation. If emergency repairs covered by this Agreement are required outside the Seller's or Administrator's business hours, (hours of claims operations are [6am- 12am CST 7 days a week]), You should deliver Your Vehicle to a Repair Facility and have the necessary repairs performed at a reasonable and customary charge. On the next business day, You should report the repairs to the Administrator for reimbursement, You will be required to provide repair order/invoice for review. (Utah residents see special state requirements and disclosures for additional clarifying language).

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**.

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(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 request a Power of Attorney from **You** allowing **Administrator** to speak to the manufacturer, **Us,** or any other **Vehicle** Service Contract 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 COVERAGE LIABILITY

For any one repair visit, all benefits paid or payable shall not exceed the J. D. Power 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 J. D. Power N.A.D.A. Official Used Car guide vehicle valuation is unavailable, not widely recognized, or not commonly used in the geographic area, the Administrator may use another market retail valuation method.

EV BATTERY LIMITS OF COVERAGE LIABILITY

If You elected the Optional EV Battery Surcharge and an EV Battery Breakdown occurs, We agree to pay for or reimburse You for one EV Battery replacement for up to a maximum of ten thousand dollars ($10,000.00), for the Term of this Agreement. You will be required to pay a one thousand dollars ($1,000.00) Deductible for the EV Battery replacement. Some Repair Facilities may NOT accept direct payment from Us. If this issue arises, You will be required to pay for Covered Repair(s) up front, but will be entitled to reimbursement consideration in accordance with all of the limits, terms, conditions, and exclusions herein.

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.
   (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** at (844) 241-5518 to obtain the modified **Term** and **Mileage Limits**.

(1) 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.

(2) RENEWABLE COVERAGE

You may purchase a new **Agreement** from the **Seller You** originally purchased the **Vehicle** and this **Agreement** from by contacting the **Seller** thirty (30) days prior to the expiration of the original **Agreement** 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. If the **Seller** is out of business or is no longer selling **Our** product, **You** may contact the **Administrator** who will direct **You** to a selling dealer in **Your** area.

E. 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 calculated in accordance with the **Agreement Holder's** cancellation rights.

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(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. 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 seventy-five dollars ($75.00) and any claims paid. 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.
(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.
(6) 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**.

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 here under.
- 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**.
- 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.

F. FOR ASSISTANCE

IN THE EVENT OF A **BREAKDOWN**, CANCELLATION, TRANSFER, OR FOR ANY OTHER QUESTIONS OR CONCERNS, CALL THE **ADMINISTRATOR**. FOR ROADSIDE ASSISTANCE, CALL THE SERVICE PROVIDER.

G. 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].

H. 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 that apply only to a "written warranty."

I. LIMITATION OF COVERAGE 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.

J. 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

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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 this 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 RIGHTTO 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 competentjurisdiction; 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 askfor 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

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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, ifthe 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.

K. 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: CANCELLATION section is modified as follows: 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 **Vehicle** Purchase Date and the **Vehicle** mileage on such date. Refunds issued hereunder shall be issued less the value of any services received by the **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.

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. CANCELLATION section is modified as follows: The cancellation fee may not exceed ten (10%) percent of the amount paid by the **Agreement Holder** or fifty dollars ($50.00), whichever is less.
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**. **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. This **Agreement** will not be cancelled for misrepresentation by the company or the **Seller** of this **Agreement**.

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

CONNECTICUT: CANCELLATION section is modified 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: CANCELLATION section is modified as follows: **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) 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**.
We may cancel this **Agreement** during the first sixty (60) days of 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 **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 rights under this **Agreement** are transferred to the **Lienholder** and the **Lienholder** is also entitled to any refund. The lienholder, if any, will be named on a cancellation refund check as their interest may appear. If **We** cancel this **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.
Obligations is amended to include: In the state of Florida obligations under this **Agreement** are not backed by an insurance policy.
This Agreement is amended to include: At the sole discretion of the Administrator, replacement may be made with new, remanufactured, non-OEM or used parts, which are of a like kind and quality comparable with the original design specifications and wear tolerances of Your Vehicle.

GEORGIA: *The **DISPUTE RESOLUTION/ARBITRATION AGREEMENT AND CLASS ACTION WAIVER** section is deleted in its entirety.* CANCELLATION section is modified as follows: If **You** cancel the **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), 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.
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**.

HAWAII: CANCELLATION section is modified 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 and effective date of the cancellation. A notice will not be provided if cancellation is for nonpayment, material misrepresentation, or a substantial breach of duties by **You** relating to the **Vehicle** or its use.

IDAHO: CANCELLATION section is modified as follows: Claims paid will not be deducted from **Your** cancellation refund amount.

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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.
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**.

ILLINOIS: CANCELLATION section is modified as follows: If **You** elect cancellation, **We** may retain a cancellation fee not to exceed the lesser of ten percent (10%) of the **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.
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 the **OBLIGATIONS** section of this **Agreement**.

IOWA: CANCELLATION section is modified 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**.
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.
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 the **OBLIGATIONS** section of this **Agreement**.
For reimbursements for EMERGENCY REPAIRS please call **Our** Claims Department at (800) 242-7316 on the next normal business day during business hours for instructions

KENTUCKY: Transfer fee and Cancellation fee are not applicable.

LOUISIANA: CANCELLATION section is modified as follows: A ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within forty-five (45) days after return of the **Agreement** to **Us**.
We shall mail a written notice to the **Agreement Holder** at the last known address of the **Agreement Holder** at least fifteen (15) days prior to cancellation by **Us**. The notice shall state the effective date of the cancellation and the reason for the cancellation. Prior notice is not required if the reason for cancellation is nonpayment of the provider fee, a material misrepresentation by the **Agreement Holder** to **Us**, or a substantial breach of duties by the **Agreement Holder** relating to the covered **Vehicle** or its use.
This **Agreement** is not regulated by the Louisiana Department of Insurance.
Any concerns or complaints regarding this **Agreement** may be directed to the Louisiana Attorney General.
The **ARBITRATION** section is voluntary and non-binding.
If **You** are in need of emergency repairs and are unable to contact **Us** for prior authorization, then **You** may take **Your Vehicle** to any state licensed **Repair Facility** to have the repairs performed prior to authorization by **Us**. In such a case, **You** must contact **Us** as soon as possible to open a claim file. Failure to obtain prior authorization from **Us** prior to the performance of a repair will not invalidate a covered claim if **You** show that it was not reasonably possible to do so.

MAINE: CANCELLATION section is modified as follows: The **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 plus any applicable sales tax, 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) or ten percent (10%) of the **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 issued 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** receives notice of the request to cancel from the **Agreement Holder**. A ten percent (10%) penalty per month must be added to a refund that is not paid or credited within forty-five (45) days after return of the **Agreement** to **Us**.

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

MARYLAND: CANCELLATION section is modified as follows: If **You** are the original **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 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 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**.
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 the **OBLIGATIONS** section of this **Agreement**.

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

MISSISSIPPI: CANCELLATION section is modified as follows: Cancellation fee may not exceed ten percent (10%) of the **Agreement** Purchase Price paid by **You**. A ten percent (10%) penalty per month shall be added to a refund that is not made within forty-five (45) days of return of this **Agreement** to **Us**.
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 of 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 **ARBITRATION Agreement**.
2.) The **ARBITRATION Agreement** requires that any dispute related to
    i. **Your** coverage must be resolved by Arbitration and not in a court of law.
    ii. The results of the Arbitration are final and binding on **You** and **Us**.
3.) In an Arbitration, one or more arbitrators, who are independent, neutral decision makers, render a decision after hearing the positions.
4.) 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.
5.) Binding arbitration generally takes the place of resolving disputes by a judge and jury.
6.) Should **You** need additional information regarding the binding arbitration provision in the **Agreement**, **You** may contact [(800) 888-2738].

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NEBRASKA: The **ARBITRATION** 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: CANCELLATION section is modified as follows: **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) 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 thirty (30) days from the date the **Obligor** or **Seller** receive notice of cancellation from the **Agreement Holder**.
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 ($25.00) dollars.
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: Deduction of claims are not permitted. CANCELLATION section is modified as follows: Any cancellation fee does not exceed the lesser of 10% of the **Agreement** purchase price or $75. VCI limits the cancellation fee to the lesser of $50 or the state-permitted maximum. **Agreements** with a duration of 12+ months are earned pro rata.

If **You** have any questions regarding this **Agreement**, **You** may contact **Us** by mail or by phone. Refer to the front 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 (603) 271-2261.
The **ARBITRATION** is subject to N.H. Rev. Stat. 542.

NEW JERSEY: CANCELLATION section is modified 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 that is not made within forty-five (45) days of return of this **Agreement** to **Us**.
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: CANCELLATION section is modified 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 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 100% of the unearned pro rata **Agreement** Purchase Price will be provided, less a cancellation fee of $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**.
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 of 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

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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: CANCELLATION section is modified 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**.
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.
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 **OBLIGATIONS** section of this **Agreement**.

This **Agreement** is amended to include: This **Agreement** does NOT provide coverage for any of the following parts or services: Repair or replacement of a covered component/part to correct conditions that may reasonably be assumed to have existed at the inception date of the coverage provided by this **Agreement** (pre-existing conditions) and 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, and commercial loss.
This Agreement is amended to include: At the sole discretion of the Administrator, replacement may be made with new, remanufactured, non-OEM or used parts, which are of a like kind and quality comparable with the original design specifications and wear tolerances of Your Vehicle.

NORTH CAROLINA: CANCELLATION section is modified as follows: a fifty-dollar ($50.00) cancellation fee or ten percent (10%) of the pro- rata refund amount, whichever is less, is applicable.
We may only cancel this **Agreement** for non-payment of the **Agreement** Purchase Price or for a direct violation of the **Agreement** by **You**.

OKLAHOMA: CANCELLATION section is modified as follows: **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**.
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# 44200929.
The **ARBITRATION** section is amended as follows: While arbitration is mandatory, the outcome of any arbitration shall be non-binding on the parties, and either party shall, following arbitration, have the right to reject the arbitration award and bring suit in a district court of Oklahoma.

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

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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: CANCELLATION section is modified as follows: A ten percent (10%) penalty per month shall be added to a refund that is not made within forty-five (45) days of return of this **Agreement** to **Us**.
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: CANCELLATION section is modified as follows: If the **Agreement** Holder cancels this **Agreement** before the thirty-first (31) day of 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 **Vehicle** Purchase Date. If a refund is owed, the refund will be paid or credited within thirty (30) days from the date the **Obligor** or **Seller** receive notice of cancellation from the **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**.
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 #665.

UTAH: CANCELLATION section is modified 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** or warranty is subject limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department.
If **You** are in need of emergency repairs and are unable to contact **Us** for prior authorization, then **You** may take **Your Vehicle** to any state licensed **Repair Facility** to have the repairs performed prior to authorization by **Us**. In such a case, **You** must contact Us as soon as possible to open a claim file. Failure to obtain prior authorization from **Us** prior to the performance of a repair will not invalidate a covered claim if **You** show that it was not reasonably possible to do so. Additionally, failure to furnish **Us** with copies of repair orders and other requested receipts or documents within thirty (30) days of the repair will not invalidate a covered claim if **You** show that it was not reasonably possible to do so.
OBLIGATIONS is revised as follows: Obligations under this **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 an 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 **ARBITRATION** section is amended as follows: Any matter in dispute between **You** and **Obligor** may be subject to arbitration as an alternative to court action pursuant to the rules of (The American Arbitration Association or other recognized arbitrator), a copy of which is available on request from **Obligor**. Any decision reached by arbitration shall be binding upon both **You** and **Obligor**. The arbitration award may include attorney's fees, if allowed by state law, and may be entered as a judgment in any court of proper jurisdiction. The arbitrator shall be prohibited from awarding punitive, consequential, special, incidental, and exemplary damages. The arbitrator may award a party only its actual damages and the arbitrator may award equitable relief including injunctive relief. An arbitration award may not be set aside in later litigation except upon the limited circumstances set forth in the Federal Arbitration Act, 9 U.S.C. §1 et Seq. An award in arbitration will be enforceable under the Federal Arbitration Act by any court having jurisdiction.

VERMONT: CANCELLATION section is modified as follows: **We** may only cancel this **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**

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will provide a written notice with the reason for cancellation by certified mail within forty- five (45) days' notice of the cancellation date.

VIRGINIA: If any promise made in the **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.

WASHINGTON: CANCELLATION section is modified as follows: How **You** May Cancel This **Agreement**: **You** may cancel this **Agreement** by surrendering Your copy of this **Agreement** with written notice to the **Seller** or directly to **Us**. Written notice shall contain an odometer statement indicating the odometer reading at the date of the request for cancellation. If **You** cancel this **Agreement** within the first thirty (30) days and no claims have been filed, **We** will refund the entire **Agreement** Purchase Price. A ten percent (10%) penalty shall be added to any refund that is not paid or credited within thirty (30) days after return of this **Agreement** to the **Administrator** or to **Us**. If this **Agreement** is canceled after the first thirty (30) days or a claim has been filed, **We** will refund the unearned **Agreement** Purchase Price to **You** calculated on a pro-rata basis. The refund will be equal to the lesser amount produced using either the number of days the **Agreement** was in force or the number of miles the **Vehicle** was driven prior to cancellation, less a cancellation fee of twenty-five dollars ($25.00). Claims paid will not be deducted from **Your** cancellation refund amount. If a refund is owed, the refund will be paid or credited within thirty (30) days from the date the **Obligor** or **Seller** receive notice of cancellation from the **Agreement Holder**. In the event of cancellation, the lienholder identified on the **Schedule/Registration Page**, if any, will be named on a cancellation refund check as its interest may appear. If the **Vehicle** and this **Agreement** have been financed, the lienholder shown on the **Schedule/Registration Page** may cancel this **Agreement** for non-payment or if the **Vehicle** is declared a total loss or is repossessed. This right of cancellation does not confer ownership of this **Agreement** to the lienholder or otherwise entitle the lienholder to performance under this **Agreement**. **Our** Right To Cancel This **Agreement**: **We** may cancel this **Agreement** based on one or more of the following reasons: (1) non-payment of the **Agreement** Purchase Price; (2) a material misrepresentation made by **You**; or (3) a substantial breach of duties by **You** under the **Agreement** relating to the **Vehicle** or its use. If this **Agreement** is canceled by **Us** within thirty (30) days of the **Agreement** Purchase Date, a full refund of the total **Agreement** Purchase Price will be issued. If this **Agreement** is cancelled by **Us** 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. In the event of cancellation, the lienholder identified on the **Schedule/Registration Page**, if any, will be named on a cancellation refund check as its interest may appear. Written notice of such cancellation shall include the effective date and actual reason for cancellation and shall be mailed or delivered to **You** not less than twenty-one (21) days prior to the effective date of cancellation, where such cancellation is for non-payment of the **Agreement** Purchase Price, or not less than forty-five (45) days prior to the effective date of cancellation, where such cancellation is for any other reason. **We** have only sixty (60) days from the date of the sale of the **Agreement** to the **Agreement Holder** to determine whether or not the **Vehicle** qualifies for the program. Except as set forth above, after sixty (60) days the **Vehicle** qualifies for the issued **Agreement** and the **Obligor** may not cancel the **Agreement** and is fully obligated under the terms of the **Agreement** sold to the **Agreement Holder**. 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.
Our performance under this **Agreement** is insured by an insurance policy issued to **Us** by the insurance company listed in the **OBLIGATIONS** section of this **Agreement** (Policy No. AKMC-WA). If **You** cancel this **Agreement**, **You** may apply for a refund with the insurance company. The warranty of merchantability on the **Vehicle** is not waived if the **Agreement** was purchased within ninety (90) days of the purchase date of the **Vehicle**, and the provider or service contract seller also sold the covered **Vehicle**. The state of Washington is the jurisdiction for any civil action in connection with this **Agreement**. The Warranty of merchantability on the **Vehicle** is not waived if the **Agreement** was purchased within ninety (90) days of the purchase date of the **Vehicle**, and the provider or the service contract seller also sold the covered **Vehicle**.
If **You** are in need of emergency repairs and are unable to contact **Us** for prior authorization, then **You** may take **Your Vehicle** to any **Repair Facility** to have the repairs performed prior to authorization by **Us**. In such a case, **You** must contact **Us** as soon as possible to open a claim file. Failure to obtain prior authorization from **Us** prior to the performance of a repair will not invalidate a covered claim if **You** show that it was not reasonably possible to do so. Additionally, failure to furnish **Us** with copies of repair orders and other requested receipts or documents within thirty (30) days of the repair will not invalidate a covered claim if **You** show that it was not reasonably possible to do so.
The **ARBITRATION** section is amended to add the following: The Insurance Commissioner of Washington is the Service Provider's attorney to receive service of process in any action, suit or proceeding in any court, and the state of Washington has jurisdiction of any civil action in connection with this **Agreement**. Arbitration proceedings shall be held at a location in closest proximity to the service **Agreement Holder's** permanent residence.

WEST VIRGINIA: CANCELLATION section is modified as follows: The cancellation fee does not apply in West Virginia.
If a covered Claim is not paid within fifteen (15) working days from the agreed upon settlement, **You** may file a claim directly with the insurance company listed in the **OBLIGATIONS** section of this **Agreement**.
The **ARBITRATION** section is amended as follows: If both parties agree to arbitrate, each party will select an arbitrator. The two arbitrators will select a third arbitrator. If they cannot agree upon the selection of a third arbitrator within thirty (30) days, both parties must request that selection of a third arbitrator be made by a judge of a court having jurisdiction. Local rules of law as to procedure and evidence will apply. Payment of the arbitrator's fee shall be made by Us if coverage is found to exist. If coverage is not found, each party will: (a) pay its chosen arbitrator; and (b) bear the other expenses of the arbitrator equally.

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WYOMING: CANCELLATION section is modified 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**.
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.
The **ARBITRATION** is deleted in its entirety.

TO TRANSFER THIS **AGREEMENT**, COMPLETE THE FOLLOWING AND MAIL IT ALONG WITH A PHOTOCOPY OF THE FRONT OF THIS **AGREEMENT** TO: THE **OBLIGOR**.

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 Application a check or money-order payable to: **Administrator** (If applicable)

*Name of New Owner:*_____ *Date of Transfer:* _____

*Address:*_____ *City, State, 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**.

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