

	<b>VEHICLE SERVICE CONTRACT SCHEDULE</b>	This Schedule is not valid unless completely filled out. Please print or type.  <b>FOR ADMINISTRATOR USE ONLY</b>  <b>CONTRACT NUMBER:</b>
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### PURCHASER INFORMATION

PURCHASER:		CO-PURCHASER:	
MAILING ADDRESS:			CITY:
STATE:	ZIP CODE:	TELEPHONE:	EMAIL:

### DEALER INFORMATION

DEALER NAME:		DEALER NUMBER:	
MAILING ADDRESS:		DEALER TELEPHONE:	
CITY:	STATE:	ZIP CODE:	

### LIENHOLDER INFORMATION

LIENHOLDER NAME:		STREET ADDRESS:	
CITY:	STATE:	ZIP CODE:	TELEPHONE:

### VEHICLE DESCRIPTION

YEAR:	MAKE:	MODEL:	
IN-SERVICE DATE*:		CURRENT ODOMETER:	VEHICLE IDENTIFICATION NUMBER (17 DIGITS):
VEHICLE PURCHASE DATE:	VEHICLE PURCHASE PRICE:	MANUFACTURER'S BASIC WARRANTY:	

### COVERAGE DESCRIPTION

COVERAGE LEVEL:		CONTRACT PURCHASE DATE:		CONTRACT PURCHASE PRICE:	CLASS:
DEDUCTIBLE:	TOTAL MONTHS:	TOTAL MILES:	EXPIRATION DATE:	EXPIRATION ODOMETER:	
<b>OPTIONAL SURCHARGE:</b> <input type="checkbox"/> VANISHING DEDUCTIBLE <input type="checkbox"/> LIFT KIT/OVERSIDED/UNDERSIZED TIRES <input type="checkbox"/> MARKET LABOR RATE <input type="checkbox"/> TECH PACKAGE					<b>REQUIRED SURCHARGE:</b> <input type="checkbox"/> TURBO/SUPER <input type="checkbox"/> DIESEL <input type="checkbox"/> 4X4/AWD <input type="checkbox"/> DUAL REAR

**\*CONTRACT TERM INCLUDES THE MANUFACTURER'S WARRANTY TERM**

### DECLARATIONS

The undersigned acknowledges and understands that:			
<ol style="list-style-type: none"> <li>The Purchaser has reviewed and understands the <b>Vehicle Service Contract</b> and will abide by the terms of the <b>Contract</b>.</li> <li>This is a <b>Contract</b> between the Purchaser and the <b>Provider</b>, Assurance Express, LLC, located at [13801 Riverport Dr., Suite 100, Maryland Heights, MO 63043], [(855) 203-9876]].</li> <li>This <b>Contract</b> must be received by the <b>Administrator</b>, Hero Protects, LLC, located at [13801 Riverport Dr., Suite 100, Maryland Heights, MO 63043], from the seller, verified and accepted by the <b>Administrator</b> for <b>Vehicle</b> eligibility.</li> <li>This <b>Schedule Page</b> will be attached to and will become part of the <b>Contract</b>.</li> <li>The undersigned confirms that the information contained in this <b>Schedule Page</b> is accurate and complete to the best of their knowledge and belief.</li> <li>Performance to <b>You</b> under this <b>Contract</b> is guaranteed by an authorized insurance company. You may file a claim with this insurance company if any promise made in the <b>Contract</b> has been denied or has not been honored within sixty (60) days from the date proof of loss was filed. The name and address of the insurance company is Lexington National Insurance Corporation, P.O. Box 6098, Lutherville, MD 21094, (888) 888-2245. Please see the <b>Insurance Statement</b> for additional information.</li> <li><b>PURCHASE OF THIS CONTRACT IS OPTIONAL AND IS NOT REQUIRED IN ORDER TO PURCHASE A VEHICLE OR OBTAIN VEHICLE FINANCING.</b></li> </ol>			
_____ Purchaser	_____ Date	_____ Seller Representative	_____ Date

## I. DEFINITIONS

**Breakdown** means the failure of a covered mechanical or electrical part under normal service. A **Covered Part** has failed when it can no longer perform the function for which it was designed because of its condition.

**Business Use** means use of your **Vehicle** for the following business purposes: route sales, route service, inspections, examinations, maintenance, repair, gardening and lawn care, and carrying personal tools to a job site.

**Contract, Service Contract, Vehicle Service Contract** means this **Vehicle Service Contract** document, which includes the **Schedule Page**, that **You** have purchased from **Us** to protect **Your Vehicle**.

**Coverage** means the protection **You** purchased, as shown on the **Schedule Page**. Additional part/component repairs that are covered by other warranty(ies) or insurance are also excluded from **Your Coverage** for the term of said warranty(ies).

**Covered Failure** means the failure of a covered part because of a mechanical defect or faulty workmanship by the manufacturer which renders the covered part incapable of performing the function for which it was designed. It also includes the failure of a covered part due to a gradual reduction in operating performance because of normal wear and tear.

**Covered Part(s)** means the mechanical and electrical parts and components unless specifically excluded under **Section III. SCHEDULE OF COVERAGES**, as contained in this **Contract** which are original parts on **Your Vehicle** at the time of its purchase by **You** or like replacement parts meeting the manufacturer's specifications.

**Deductible** means the amount **You** are required to pay, as shown on the **Schedule Page**, per repair to repair or replace a **Covered Failure**. If **You** selected the Vanishing Deductible Option, the **Deductible** will be waived if the covered repairs are performed by the Selling Dealer listed on the **Schedule Page** of this **Contract**. If no **Deductible** amount is selected, a default one-hundred-dollar (\$100) **Deductible** applies.

**In-Service Date** means the **Vehicle's** factory warranty start date or the first day of use, whichever occurs first, regardless of the **Contract Purchase Date**.

**Labor Rate** means the rate a **Licensed Repair Facility** charges per hour for **Vehicle** repairs. This **Contract** will cover one hundred fifty dollars (\$150) per labor hour unless the Market Labor Rate option is selected and the coinciding surcharge is paid.

**Licensed Repair Facility** means a repair facility licensed and/or regulated by the state to perform repairs for profit. The **Licensed Repair Facility** must have a tax identification number.

**Pre-Existing Condition** means any mechanical defect or failure that exists or occurs before the **Contract Purchase Date** listed on the **Schedule Page** of this **Contract**. In the event of a **Breakdown**, a pre-purchase inspection report from the **Selling Dealer** may be required to verify the condition of the **Vehicle** prior to the **Contract** taking effect.

**Reasonable Cost** means repair costs that are recognized locally and/or nationally for a similar repair. We may use published parts and labor guides to establish the cost amounts covered.

**Schedule Page** means the document which must be attached to and forms part of this **Vehicle Service Contract**. It lists information regarding **You**, **Your Vehicle**, **Coverage**, and other vital information.

**Seller/Selling Dealer/Dealer/Dealership** means the entity identified as **Dealer** on the **Schedule Page** of this **Contract**.

**Term:** The **Expiration Date** is determined by adding the months of the **Term** to the **Contract Purchase Date** of the **Contract**, and the Expiration Odometer is determined by adding the **Term** miles to the Current Odometer as shown in the Vehicle Description section on the **Schedule Page**. This **Contract** will automatically terminate when you sell **Your Vehicle** unless it is properly transferred or canceled as described in this **Contract**.

**Vehicle/Your Vehicle** means the **Vehicle** identified in the Vehicle Description section on the **Schedule Page** of this **Contract**.

**We, Us, Our**, means the entity that is obligated to perform under this **Contract** as identified in the Declarations Section on the **Schedule Page** as the **Provider**.

**You, Your** means the **Purchaser** shown on the **Schedule Page**, or the person to whom this **Contract** was properly transferred.

## II. GENERAL PROVISIONS

### A. Waiting Period

If this **Contract** was purchased at the same time as the **Vehicle**, the following **Waiting Period** will not apply. Any purchase 10 or more days after the original **Vehicle** purchase date, or if the original **Vehicle** purchase date is unknown, is subject to a MANDATORY "Waiting Period" before **Coverage** begins. The "Waiting Period" is thirty (30) days AND one thousand (1,000) miles from the **Contract Purchase Date**. However, an additional thirty (30) days and one thousand (1,000) miles will be added to **Your Vehicle** plan's scheduled expiration. Therefore the "Waiting Period" will not reduce the actual time/mileage during which **You** have **Coverage**. **Coverage** will commence the day following the "Waiting Period." Claims incurred during or prior to the "Waiting Period" are not covered.

### B. Limit of Liability

The total aggregate liability for all claims paid or payable during the **Contract Term** shall be the lesser of the **Vehicle** purchase price or the actual cash value of the **Vehicle** at the time of sale. Per Claim Limit: For each **Breakdown**, the **Coverage** amount will be determined as follows:

If repair costs are less than the **Vehicle's** value immediately prior to the time of loss, we cover up to the repair costs based on national labor and parts rates, using MSRP or SRP for parts. If **Your Vehicle's** value immediately prior

to the time of loss is more than the repair costs, We cover up to the Vehicle's value immediately prior to the time of loss.

**C. Deductible**

You are responsible for paying the **Deductible** listed on the **Schedule Page** of this **Contract** every time you have a **Covered Failure**.

### **III. SCHEDULE OF COVERAGES**

The **Coverage** that **You** have selected is shown on the **Schedule Page** of this **Contract**. **Coverage** applies only to the parts listed under the **Coverage You** selected, and to related labor, but not if they are covered by insurance or the manufacturer's warranty. If a **Covered Failure** occurs, **We** will repair or replace the covered part(s), or **We** will pay an authorized **Licensed Repair Facility** Reasonable Cost and customary charges to do so, not to exceed manufacturer's suggested retail price for covered parts, and specific labor times published in AllData, Chilton, Mitchell or the manufacturer's warranty labor time standards, subject to the **Deductible**, and the other provisions of this **Contract**. Reimbursement may be made directly to **You** for an authorized claim.

**We will cover up to one hundred fifty dollars (\$150) per hour for labor rates unless the Market Labor Rate Optional Surcharge is selected and the coinciding surcharge is paid.**

Replacements will be made with parts of like kind and quality. All parts will meet or exceed the original manufacturer's specifications, and where necessary, only high-quality certified components will be used. The parts may be new, remanufactured, or used, but all will be of high quality, certified for Vehicle use and be warranted to meet the requirements of this Contract.

**SILVER (Powertrain – Level 1):**

The following parts are covered if the "SILVER" coverage is selected on the **Schedule Page**.

**ENGINE:** Internally lubricated parts of the engine block and cylinder head including camshaft, crankshaft, bearings, connecting rods, oil pump, internal timing gears, timing chain, timing belt, tensioners, gears, sprockets, and guides; serpentine belt tensioner; vibration damper; intake manifold; flywheel with starter ring gear; core plugs; valve covers; oil pan; factory-installed turbocharger/supercharger (including internal parts and wastegate actuator); oxygen sensor; mass airflow sensor; EGR valve; crank sensor; cam sensor.

**COOLING SYSTEM:** Water Pump and housing; fan clutch; thermostat; radiator; heater core and recovery tank.

**TRANSMISSION:** Automatic and manual transmission case and all internally lubricated parts including gears, shafts, bearings, synchronizers, shift forks, torque converter, drive/flex plate, transmission range switch, speed sensors, pressure sensors, PRNDL position switch, transmission control module, valve body, mechatronics unit, conductor plate, servo assemblies, transmission cooler; reprogramming/re-flash up to \$150.00 per authorized claim (transmission case and bell housing only if damaged by a covered internally lubricated part). Transfer case, front wheel drive transaxle, all-wheel drive power transfer unit, rear axle, and 4x4 components are covered only **when damaged by covered internally Lubricated Parts**.

**DRIVE AXLE(S):** Drive Axle(s); Axle Housing and all internally **Lubricated Parts** within the housing. Axles, Drive Shaft/Axle Shaft, U-Joint, 4x4 Locking Hubs, pinion bearings, side carrier bearings, ring and pinion gears, carrier assembly and axle bearings. Constant Velocity Joints (Boot must not be torn at the time of failure. Lubricated joint failure only).

**SEALS and GASKETS:** Seals and gaskets are covered for leakage failures (actively dripping) on listed components if the vehicle has less than 125,000 miles at time of claim, if over 125,000 miles they are covered only when required with a covered component replacement. Cylinder head gaskets are covered only for combustion and coolant leaks, intake manifold gaskets only for coolant leaks.

**GOLD (Powertrain + Major Systems -Level 2):**

If You have selected **GOLD COVERAGE** as indicated in the Coverage Description section of the Declaration Page of this Contract, coverage includes all components listed under **SILVER COVERAGE**, in addition to the parts specified below.

**SUSPENSION:** Upper and lower control arms and bushings; ball joints; leaf, air and coil springs (only if broken).

**STEERING COMPONENTS:** Power steering pump/motor; gearbox; rack and pinion; high-pressure lines (steering box, rack and pump housing only if damaged by an internally lubricated part).

**BRAKE COMPONENTS:** Power brake booster; master cylinder; wheel cylinders; calipers; ABS hydraulic components; proportioning valve; ABS wheel speed sensors; ABS control module.

**ELECTRICAL:** Starter motor and solenoid; alternator, voltage regulator and mounting bracket; front and rear window wiper motors; electric cooling fan motor; distributor; ignition coils; power window motors/regulators/switches; power seat motors and track assembly; power door lock actuators/switches; power trunk/tailgate actuator and motor; power mirror motors; all manually

operated switches; ignition control module; cruise control assembly.

**AIR CONDITIONING & REFRIGERANT:** Compressor; clutch; pulley; mounting bracket; condenser; accumulator/receiver drier; evaporator (refrigerant covered only with a covered repair).

**FUEL SYSTEM:** Fuel pump; fuel injectors; fuel injection control module; lift pump; transfer pump; MAP/air charge temperature sensor; intake manifold pressure sensor; throttle position sensor.

### **PLATINUM (Exclusionary – Level 3):**

Repairs on all assemblies and parts are covered on **Your Vehicle**, subject to the Exclusions below.

**WHAT IS NOT COVERED:** Seals and Gaskets if Your Vehicle is over 125,000 miles at time of claim, other than those covered when required in conjunction with the replacement of a COVERED PART; Manual Transmission Clutch Assembly; Friction Clutch Disc and Pressure Plate; Throw Out Bearing; Slave Cylinder; Manual and Hydraulic Linkages; Exhaust Manifold and Batteries; Brake Rotors and Drums; Catalytic Converter; Exhaust Pipe; Mufflers; Tail Pipes; Resonators; Frame and Structural Body Parts; Tires, Valve Stems and Wheels/Rims; Glass; Windows; Mirrors; Windshields (including any embedded electrical elements); T-Top; Targa Top; Convertible Top; Lighting System Components (including Lenses, Sealed Beams, LED, Xenon, Laser Lighting Systems, and related control systems); Exterior Air/Water Leaks and Noise; Weather Strips; Body Panels; Trims; Moldings; Paint; Bumpers; Body Sheet Metal and Panels; Safety Restraint Systems (including Air Bags, Sensors, Actuators, Seatbelts and Tensioners); Upholstery; Headliner; and Carpet; Head Unit including display, LCD screen, DVD/Blu-ray Player, GPS/Navigation, Radio/CD Player, Rearview Back-up Camera, and Bluetooth Connectivity and/or other Phone Communication Systems; Alarm System; Early Collision Detection System; Self-Park Assist System; Tire Pressure Monitoring System; Adaptive Cruise Control; Voice Activation Systems; Standalone Seat Heaters not integrated in upholstery; Sunroof Motors; Convertible Top Motors; Instrument Cluster; Speedometer; Odometer; Fuel Gauge; Tachometer; Volt and Amp Gauge; Temperature Gauge; Keyless Entry Transmitter and Receiver; Remote Controls; Headphones; Light Bulbs; Fuses; any type of Internal Software Updates or other failures; Maintenance services and parts described in Your Vehicle's Owner Manual as supplied by the manufacturer and other normal maintenance service and parts which include, but are not limited to: Alignments; Wheel Balancing; Tune-Ups; Spark Plugs; Spark Plug Wires; Coil to Spark Plug Boots and Connectors; Glow Plugs; Vapor and Emission Canisters; Positive Crankcase Ventilation Valve; Distributor Cap and Rotor; PCV Valve; Gas Cap; Smog Pumps; High-Voltage Vehicle Drive Batteries; Hoses (except steering and air conditioning); Brake Pads; Brake Lining/Shoes; Retainers and Wiper Blades; Filters, Lubricants, Coolants, Fluids and Refrigerants will be covered only if replacement is required in conjunction with an authorized repair.

Parts, items, and conditions listed in the Exclusions section of this Contract.

### **OPTIONAL SURCHARGES**

The following optional surcharges are included only if selected and an additional charge has been paid as shown on the Schedule Page. Unless the Schedule Page indicates that one or more of the following optional surcharges was purchased, the components and coverages listed below are also excluded. Coverage for components listed in this Optional Surcharge Section supersedes those excluded in the exclusions section of this Contract only if the applicable surcharge has been selected and paid for, as indicated on the Schedule Page.

**A. VANISHING DEDUCTIBLE OPTION:** If this option is selected, the **Deductible** will be waived if **You** return to the Selling Dealer for covered repairs. If covered repairs are performed by a **Licensed Repair Facility** other than the Selling Dealer, the **Deductible** stated on the **Schedule Page** of this **Contract** will apply.

**B. LIFT KIT/OVERSIZED/UNDERSIZED TIRES OPTION:** If this option is selected and the **Vehicle** listed on the **Schedule Page** of this **Contract** is equipped with a Lift Kit at the time of purchase of this **Contract**, the **Vehicle** will be eligible for the Coverage Level listed on the **Schedule Page** of this **Contract**, provided that the Lift Kit has a maximum 6-inch lift or maximum 3-inch drop from the original manufacturer's specifications and further provided that the manufacturer's warranty is not voided. **OVERSIZED/UNDERSIZED TIRES** If this option is selected and the **Vehicle** listed on the **Schedule Page** of this **Contract** is equipped with Oversized/Undersized tires at the time of purchase of this **Contract**, the **Vehicle** will be eligible for the Coverage Level listed on the **Schedule Page** of this **Contract**, provided the total diameter of the tire and wheel do not differ from the original manufacturer's specifications by more than ten percent (10%) and provided that the manufacturer's warranty is not voided.

**C. TECH PACKAGE:** The following Manufacturer/Factory installed parts are covered: Radio/GPS/Navigation Components; integrated radio/GPS; Liquid Crystal Display (LCD) Screens; DVD Players; Rearview Back-up Camera and Sensors; Bluetooth Connectivity and Phone Communication Systems; Voice Activation Systems; Standalone seat heaters not integrated in upholstery; Sunroof and Convertible Top Motors; Alarm System; Early Collision Detection System; Self-Park Assist System; Tire Pressure Monitoring System; Adaptive Cruise Control; Keyless Entry Transmitter and Receiver; Instrument Cluster (Speedometer, Odometer, Fuel Gauge, Tachometer, Volt and Amp Gauge, Temperature Gauge). Coverage, if purchased, is limited to either 1 (one) replacement or 1 (one) repair per component for the life of the **Contract**. **The TECH PACKAGE is limited** only to failures of the "base unit" and **does not cover any remote controls, hand-held controls, wiring, game cartridges, headphones, DVD's, MP3 Players, programming, or any other non-listed parts for the covered LEP items above. Any aftermarket components are specifically excluded from coverage.**

**D. MARKET LABOR RATE OPTION:** If **You** have selected and paid an additional charge for the MARKET LABOR RATE OPTION, the maximum payable **Repair Facility** labor rate of one hundred fifty dollars (\$150) per hour shall not apply, and **We** will authorize repairs for a **Breakdown** or based upon the **Repair Facility's** posted labor rate.

#### **ADDITIONAL PROGRAM BENEFITS**

**Rental Car Reimbursement/Alternative Transportation:** In the event of a **Covered Failure** covered by this **Contract**, **We** will reimburse **You** for the expense incurred for the rental of a substitute **Vehicle** through a licensed rental agency or for alternate public transportation while **Your Vehicle** is at a **Licensed Repair Facility**. Coverage will be provided to **You** up to a maximum of forty dollars (\$40) per day, up to five (5) days for each repair visit. **No Deductible will apply to this Benefit.**

In addition, a maximum of five (5) additional days of rental/alternative public transportation coverage, up to forty dollars (\$40) per day, is available for part(s) delays and/or **Vehicle** inspection requested by the **Administrator**. This **Coverage** does not apply to service delays or other time delays beyond **Our** control or that of the **Repair Facility**.

**Towing Benefit:** In the event of a **Covered Failure** covered by this **Contract**, **We** will pay or reimburse **You** for receipted towing expenses up to one hundred dollars (\$100) per occurrence. **No Deductible will apply to this Benefit.**

**Emergency Roadside Benefit:** Emergency Roadside Assistance is available throughout the United States and Canada, 24 hours a day, 365 days a year. **You** will only have to pay for any costs more than the one hundred fifty dollars (\$150) per occurrence limit plus any non-covered costs. **Note:** Coverage is extended to the **Vehicle** listed on the **Schedule Page** of this **Contract** only. The Emergency Roadside Assistance Benefits are only available to **You** during the term of this **Contract**.

If the **Covered Vehicle**, listed on the **Schedule Page** of this **Contract**, needs emergency roadside service, **You** must call the 24-hour toll free number at (800) 702-3515 for service. The following benefits are subject to a maximum benefit of one hundred fifty dollars (\$150) per occurrence:

- **Battery Jump Start** – if a battery failure occurs, a jump will be given to the **Vehicle** listed on the **Schedule Page** of this **Contract**.
- **Flat tire changes** (using **Your** inflated spare that is with the **Vehicle**) – service includes the removal of the flat tire and the replacement with the inflated tire that is with the covered **Vehicle**.
- **Delivery of an emergency supply of fuel, oil, lubricants, fluid or coolant** (cost of fluids is not included) – **You** must pay for the fuel or other fluid when it is delivered
- **Lockout Service** – in the event the keys for **Your Vehicle** are locked in **Your Vehicle**, this service will provide assistance in gaining entry to through the passenger compartment only of the **Vehicle** listed on the **Schedule Page** of this **Contract**.

**Trip Interruption Reimbursement:** If a **Covered Failure** occurs more than one hundred (100) miles from **Your** home and results in a **Licensed Repair Facility** keeping **Your Vehicle** overnight, **We** will reimburse **You** for receipted lodging and meal expenses, up to two hundred fifty dollars (\$250) per day for a maximum of three (3) days, or the period of time that it took to repair **Your Vehicle**, whichever is less, not to exceed seven hundred fifty dollars (\$750) for each **Covered Repair** visit. The date of the **Covered Failure** is considered the first day of the 3-day period. **No Deductible will apply to this Benefit.** Valid receipts for meals and lodging and a copy of the corresponding repair order will be required for reimbursement.

#### **IV. CONTRACT HOLDER'S RESPONSIBILITIES**

##### **A. Maintenance Requirements and Service History**

Whenever possible, it is recommended **You** return to the dealership where **You** purchased **Your Vehicle** for maintenance services. In order to maintain valid **Contract** coverage, **You** must have **Your Vehicle** checked and serviced in accordance with the manufacturer's recommendations, as outlined in **Your Vehicle's** Owner's Manual. **You** should have the engine oil and filter changed every six (6) months or five thousand (5,000) miles, whichever comes first, or **You** must follow the maintenance schedules in accordance with **Your Vehicle's** manufacturer recommendations. If applicable, replace the engine timing belt/timing chain at the intervals specified by the **Vehicle** manufacturer. Do not neglect, abuse or intentionally harm **Your** vehicle, race **Your Vehicle**, or use **Your Vehicle** off-road. Do not continue to operate **Your Vehicle** if it will cause additional damage.

**NOTE:** **Your** Owner's Manual may list different servicing recommendations based on **Your** individual driving habits and climate conditions. **You** are required to follow the normal or severe 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.

**You** must retain all copies of verifiable receipts and repair orders for maintenance services, regardless of if work was performed by **You** or a **Licensed Repair Facility**. These copies must indicate customer name, repair order number and date, vehicle identification number, odometer reading at time of service and a complete description of the service performed including required parts and materials and/or a self-maintained log with corresponding "purchase receipts" for oil and filter, coolant, and brake system flush, etc. **You** may be required to provide evidence of all maintenance services. **Failure to provide proof of services performed may result in denial of coverage. A self-maintained log without corresponding 'purchase receipts' is not acceptable 'proof' of maintenance.**

##### **B. Claim Procedure/Pre Authorization**

1. Prevent Further Damage – Use reasonable means to protect **Your Vehicle** from further damage in order to prevent additional expenses, repairs or complete denial of the claim. **You** will be responsible to pay any such additional



expenses.

2. **Take Your Vehicle to a Licensed Repair Facility** – Whenever possible, return **Your Vehicle** to the dealership where you purchased **Your Vehicle**. If this is not possible and you need assistance, call **Us** toll free at (855) 203-9876.
3. **Obtain Authorization from the Administrator** – Prior to any repair being made, instruct the service advisor at the **Licensed Repair Facility** to contact the **Administrator** to obtain an authorization for the claim. **Any claim for repairs without prior authorization will not be covered. We** can be contacted Monday through Friday, 8:00 a.m. to 6:00 p.m. CST at (855) 203-9876. The amount authorized by the **Administrator** is the maximum amount that will be paid for repairs covered under the terms of this **Contract**. Any additional amount must receive prior approval.

**EMERGENCY REPAIRS** (non-business hours only) – After the **Licensed Repair Facility** has diagnosed the problem, please have your **Contract Number** available and call (855) 203-9876.

4. **Authorize Tear-Down and/or Inspection** – In some cases, **You** may need to authorize the **Licensed Repair Facility** to inspect and/or teardown **Your Vehicle** in order to determine the cause and cost of the repair. **You** will be required to pay the expense of the teardown if the failed component is not covered by **Your Contract** or is due to lack of maintenance or a **Pre-existing Condition**. **We** reserve the right to require an inspection of **Your Vehicle** prior to any repair being made.
5. **Review Coverage** – After the **Administrator** has been contacted, review with the service advisor what will be covered by this **Contract**.
6. **Pay Any Applicable Deductible** – **We** will reimburse the **Licensed Repair Facility** or **You** for the cost of the work performed on **Your Vehicle** that is covered by this **Contract** and previously authorized, less any **Deductible**. Once authorization is obtained, and the repair is completed, all repair orders and documentation must be submitted to the **Administrator** within thirty (30) days to be eligible for payment.
7. **Proof of Service and/or Repair** – To obtain payment for a covered repair **You**, or the **Licensed Repair Facility** must submit a legible copy or original repair order to the **Administrator**. Repair orders 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. In addition (if applicable), all related invoices (i.e., towing, rental, sublets, etc.) must accompany the repair order for consideration of claim reimbursement.

## V. WHAT IS NOT COVERED

### A. This Contract does not provide coverage for:

1. Any part listed as not being covered including but not limited to any of the following parts: Glass, lenses, sealed beams, light bulbs, wheels, wheel covers, tires, interior trim, moldings, bright metal parts, sheet metal, flexible body parts, weather strips, upholstery, convertible and/or vinyl top, paint, catalytic converter, exhaust system, brake rotors and drums, wiper blades, coolant hoses, shock absorbers, safety restraint systems (including airbags), all batteries, auxiliary or back up batteries; battery packs for all hybrid vehicles; throttle body assembly (except when Absolute Coverage is Selected), spark/glow plugs, drive belts, brake pads, brake linings and shoes, manual clutch disc (automatically shifted manual transmission clutches are covered), home charging station, wall connector, mobile connector, all future connectors, and all related charging adapters;
2. Repairs of water and air leaks, rattles, squeaks and wind noise; alignment of body parts, bumpers and glass;
3. The normal maintenance services and parts required or recommended by Your Vehicle manufacturer and other normal maintenance services and parts which include, but are not limited to: engine tune up, suspension alignment and wheel balancing, Filters, lubricants, engine coolant, fluids and refrigerants will only be covered in connection with the repair of a Covered Failure;
4. Repairs or replacements covered by any insurance policy, repairer's/supplier's guarantee, service contract or manufacturer's or seller's warranty, even if coverage is revoked or denied for any reason, including manufacturer insolvency;
5. Repairs, replacements or alterations made without prior authorization or without following the required claim procedure;
6. Repair or replacement of any part due to a Pre-existing Condition;
7. A Covered Failure which does not occur during or is not reported to Us within the Term of Your Contract unless expiration of Contract falls on a holiday or weekend, then the next business day will be acceptable;
8. Repairs if the odometer has ceased to operate and odometer repairs have not been made as soon as reasonably possible, or the odometer has been altered, tampered with, disconnected, or in any way misrepresents the Vehicle's actual mileage after You purchased Your Vehicle;
9. Repairs or replacements of any parts or components that do not meet original manufacturer's specifications as installed at the time of original Vehicle assembly;
10. Any part(s) which has not sustained a Covered Failure, but which a repair facility recommends or requires be repaired or replaced in connection with the repair or replacement of a covered part(s). This includes any expenses due to engineering upgrades or for repairs made solely to meet or maintain governmental emission standards.
11. FOR REPAIR OR REPLACEMENT OF A COVERED PART THAT IS COVERED BY AN INSURANCE POLICY, SUPPLIER OR REPAIRER GUARANTEE/WARRANTY, MANUFACTURER AND/OR DEALER CUSTOMER

ASSISTANCE PROGRAM, ANY WARRANTY FROM THE MANUFACTURER OF THE VEHICLE, AND/OR FOR A BREAKDOWN IF THE MANUFACTURER HAS ANNOUNCED ITS RESPONSIBILITY THAT PART THROUGH ANY MEANS, INCLUDING PUBLIC RECALLS AND FACTORY SERVICE BULLETINS.

12. Storage charges, shop supplies, hazardous waste disposal fees, battery disposal fees, freight and/or delivery charges;
13. Economic loss, including loss of time, inconvenience, or other incidental loss or damage that may result from a Covered Failure, except as may otherwise be provided as a benefit in this Contract;
14. Damages, loss or additional expense associated with delay or inconvenience caused by any supply chain interruption or part unavailability arising from any cause;
15. Consequential loss or damage that is the result of a Covered Failure;
16. Liability for damage to property, injury or death of any person arising out of the operation, maintenance, recycling or use of Your Vehicle or any of its parts, whether or not related to the parts covered herein;
17. Repairs or replacements made outside of the United States, United States territories and possessions or Canada;
18. Diagnostic charges, cost of disassembly or cost of assembly if Your repair is not covered or has been denied.

**B. This Contract does not provide coverage if Your Vehicle:**

1. Is equipped to plow snow, whether or not the plow blade is attached to Your Vehicle;
2. Is used for commercial hauling, delivery, or limousine service.
3. Is used for hauling or towing in excess of the manufacturer's limitations and specifications;
4. Is used for rental, racing, speed contest or other competition, police car, security vehicle, emergency vehicle, shuttle service, taxi or commercial towing;
5. Has been declared a total loss or has been issued a salvage or branded title.
6. Claims on Vehicles manufactured or purchased for sale outside of the United States if the manufacturer's warranty is voided or not in effect due to the sale of the Vehicle in the United States, and as a result, the manufacturer's warranty does not cover the Breakdown at the time of the claim. This exclusion does not apply if the manufacturer's warranty (if it were in effect) would have expired by its terms at the time of the claim or if the Vehicle was manufactured or purchased for sale in Canada and the Canadian surcharge was selected and paid on the Schedule Page of this Contract.

**C. This Contract does not provide coverage for damages caused by:**

1. Collision or impact, including collision caused by any autonomous or any assistive driver system failures or misuse, fire, theft or attempted theft, freezing, vandalism, malicious mischief, riot, civil commotion, explosion, lightning, water, flood, falling missiles or objects, or contributed to by foreign objects and/or the use of contaminated fuels, fluids, lubricants or refrigerants, and the resultant rust, corrosion or consequential damage, sludge or restricted oil flow;
2. Misuse, alteration, abuse, negligence, or lack of proper maintenance or breakdowns caused by improper servicing or improper repairs, insufficient coolants or lubricants, rust and/or corrosion;
3. A non-covered part;
4. The direct result of modifications made after You purchased Your Vehicle which do not meet factory specifications, including electronic or software modifications;
5. Ingestion of water through the air intake system commonly referred to as water ingestion;
6. Using Your Vehicle as a stationary power source.

## **VI. GENERAL**

### **SUBROGATION**

We are entitled to all of Your rights of recovery against any manufacturer, repairer or other party who may be responsible to You for the costs covered by this Contract or for any other payment made by Us. If We ask, You agree to help Us enforce these rights unless transferred as provided in the transfer section of this Contract. You also agree to cooperate and help Us in any other matter concerning this Contract.

### **HOW THIS CONTRACT MAY BE TRANSFERRED**

This Contract is subject to transfer, reassignment, or sale. It is Your responsibility to notify Us in the event this Contract has been transferred to a subsequent owner stating the name, address, and telephone number of the purchaser. This Contract will terminate when You sell Your Vehicle, unless You notify Us.

This provision is only available if You are the original Contract Holder. Your rights and duties under this Contract may only be assigned if You sell Your Vehicle directly to another individual (excluding dealer trade-ins) and We receive Your written notification within thirty (30) days from the date of sale to the subsequent owner and upon payment to Us of a seventy-five-dollar (\$75) transfer fee, unless contrary to state law, insurance subrogation is waived by all parties. Contracts purchased on a payment plan must be paid in full or payment obligations assigned

to the new Vehicle owner prior to transfer. Confirmation of the transfer acceptance by Us is required before coverage for the new owner is effective.

#### **RENEWAL**

The coverage provided by this **Contract** can be renewed so long as **You** contact **Us** thirty (30) days before the expiration date or one thousand miles (1,000) miles before the **Contract** mileage expiration.

#### **CANCELLATION**

- (1) The **Contract Holder** may cancel this **Contract** for any reason at any time, by contacting the **Administrator** or **Seller**.
- (2) If the **Vehicle** and this **Contract** have been financed, the lienholder may cancel this **Contract** for non-payment, or if the **Vehicle** has been declared a total loss or has been repossessed. The rights under this **Contract** are transferred to the lienholder and the lienholder is also entitled to any refund. If the lienholder cancels this **Contract** within thirty (30) days of the **Contract Purchase Date** a full refund of the total **Contract Purchase Price**, less any claim(s) paid, will be provided. If the lienholder cancels this **Contract** at any other time a pro-rata refund of the total **Contract Purchase Price** based on the greater of days in force or the miles driven compared to the total **Contract Term**, less claim(s) paid and less the applicable cancellation fee in the amount of seventy-five dollars (\$75). If a refund is owed, the refund will be paid or credited within thirty (30) days from the date the **Seller** or **Administrator** receive notice of cancellation from the lienholder.
- (3) The **Contract Holder** may cancel this **Contract** within thirty (30) days of the **Contract Purchase Date** and receive a full refund of the total **Contract Purchase Price**, less any claim(s) paid. The **Contract Holder** may cancel this **Contract** after thirty (30) days and receive a pro-rata refund of the total **Contract Purchase Price** based on the greater of the days in force or the miles driven compared to the total **Contract Term**, less the applicable cancellation fee in the amount of seventy-five dollars (\$75). The **Term** of this **Contract** for cancellation purposes will be based on the date of purchase of the **Vehicle** and the **Vehicle** mileage on such date. Refunds hereunder shall be issued less the value of any services received by the **Contract Holder** (including claims paid.) If a refund is owed, the refund will be paid or credited within thirty (30) days from the date the **Administrator** or **Seller** receive notice of cancellation from the **Contract Holder**.
- (4) In the event the **Contract 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 **Contract Holder**.
- (5) All refunds will be issued through the **Seller** from whom the **Contract** was purchased.
- (6) **Service Contract Provider** reserves the right to cancel this **Contract** upon the occurrence of any of the following:
  - Failure by the **Contract Holder** to pay an amount when due.
  - Discovery of fraud or material misrepresentation by the **Contract Holder** in obtaining this **Contract** or in presenting a claim for service hereunder.
  - Discovery of an act or omission by the **Contract Holder**, or a violation by the **Contract Holder** of any condition of this **Contract**, which occurred after the **Contract Purchase Date** and which substantially and materially increases the service required under this **Contract**, 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 **Contract Purchase Date** and the actual mileage of the **Vehicle** cannot be established to a reasonable degree of certainty.
  - A material change in the nature or extent of the required service or repair which occurs after the **Contract Purchase Date** and which causes the required service or repair to be substantially and materially increased beyond that contemplated at the time this **Contract** was issued or sold.
  - No cancellation of this **Contract** by the **Service Contract Provider** shall become effective until fifteen (15) days after the notice of cancellation is mailed to the **Contract Holder**. The **Service Contract Provider** will not charge a cancellation fee if this **Contract** is cancelled by the **Service Contract Provider**.
  - If the **Service Contract Provider** cancels this **Contract** within thirty (30) days of the **Contract Purchase Date**, a full refund of the total **Contract Purchase Price** will be issued. If cancellation is after thirty (30) days, a pro-rata refund of the total **Contract Purchase Price** based on the greater of the days in force or the miles driven compared to the total **Contract Term** will be issued.
  - If the **Service Contract Provider** cancels this **Contract** and a refund is owed, the refund will be paid or credited within thirty (30) days from the effective date of the cancellation.

#### **INSURANCE STATEMENT**

This **Contract** is not a contract of insurance. Obligations to perform under this **Contract** are insured under an insurance policy issued by Lexington National Insurance Corporation, P.O. Box 6098, Lutherville, MD 21094, (888) 888-2245.

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

#### **LIMITED APPLICABILITY OF THE FEDERAL MAGNUSON MOSS WARRANTY ACT**

You agree and acknowledge that You have paid an additional fee for this **Contract** that is separate and apart from the purchase price You paid for the **Vehicle**. Because of that separately stated consideration, You agree and acknowledge



that this **Contract** is not part of the basis of the bargain for **Your** purchase of the **Vehicle**. **You** further agree and acknowledge that **We**, the **Administrator/Obligor** under this **Contract**, are not the supplier of the **Vehicle**. Consequently, this **Contract** is not a "written warranty" under the Federal Magnuson-Moss Warranty Act. As a result, this **Contract** is not subject to the provisions of the Magnuson-Moss Warranty Act that apply only to a "written warranty".

#### **LIMITATION OF LIABILITY**

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

#### **DISPUTE RESOLUTION/ARBITRATION AGREEMENT AND CLASS ACTION WAIVER**

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

**ARBITRATION.** 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** (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. "Claims" does not include a statutory claim for public injunctive relief brought under any California statute enacted for a public reason, provided that **You** are a California resident or that **You** purchased **Your Agreement** in California. In arbitration, Claims are resolved by an arbitrator and not by a judge or jury. THE PARTIES, INCLUDING YOU, WAIVE ANY RIGHT TO HAVE CLAIMS DECIDED BY A JUDGE OR JURY. In addition, except as expressly stated in the Class Action Waiver or otherwise expressly stated herein, the arbitrator shall have exclusive authority to decide all issues related to the enforcement, applicability, scope, validity, and interpretation of this Arbitration Agreement, including but not limited to any unconscionability challenge or any other challenge that the Arbitration Agreement is void, voidable or otherwise invalid. Notwithstanding this 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.

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

for commencing an arbitration asserting any Claim shall be determined by reference to the applicable statute(s) of limitations, including the applicable rules governing the commencement of the limitations period, and a Claim in arbitration is barred to the same extent it would be barred if it were asserted in court of law or equity rather than in arbitration.

If any portion of this Arbitration Agreement is deemed invalid or unenforceable, all the remaining portions of this Arbitration Agreement shall nevertheless remain valid and enforceable, provided, however, that if any portion of the Class Action Waiver is deemed invalid or unenforceable, then this Arbitration Agreement shall be invalidated and unenforceable in its entirety. In the event of a conflict or inconsistency between this Arbitration Agreement and Class Action Waiver and the other provisions of this Agreement or any other Agreement, this Arbitration Agreement and Class Action Waiver governs.

**CLASS ACTION WAIVER.** All Claims must be brought solely in an individual capacity, and not as a plaintiff or class member in any purported class action, collective action, representative action, mass action, private attorney general action or action on behalf of the general public, or similar proceeding (any such action is referred to herein as a "Class Action"). NO CLAIM WILL BE ARBITRATED ON A CLASS ACTION BASIS. The Parties, including You, expressly waive any right or ability to bring, assert, maintain, or participate as a class member in any Class Action in court, arbitration, or any other forum, and the right for anyone to do so on Your behalf. The arbitrator may not consolidate more than one person or entity's claims, and may not otherwise preside over any Class Action. The arbitrator shall not have the authority to combine or aggregate multiple persons' or entities' Claims or discovery, to conduct a Class Action or to make an award to any person or entity not a party to the arbitration. Notwithstanding anything to the contrary, the Parties agree that the enforcement, applicability, scope, validity, and/or interpretation of this Class Action Waiver shall be decided by a court of competent jurisdiction and not by an arbitrator. If this Class Action Waiver is ruled unenforceable or is interpreted to not prevent a Class Action, then the Arbitration Agreement shall be null and void, and any Claims shall proceed in a court of law and not in arbitration. The Parties agree that if an arbitrator renders a decision regarding the enforcement, applicability, scope, validity, and/or interpretation of this Class Action Waiver, or determines that a Class Action may proceed in arbitration, then: (1) the arbitrator has exceeded his powers, pursuant to §10(a)(4) of the FAA, by taking such action; (2) either party may seek immediate review of that decision by a court of competent jurisdiction; and (3) a court of competent jurisdiction shall apply a "de novo" standard of review of that decision if such standard of review is allowed by the common law or statutes of that state. The Parties, including You, agree that if for any reason a Claim proceeds to Court, rather than arbitration, (1) the Claim will proceed solely on an individual, non-class, non-representative basis, and (2) no Party may be a class representative or class member or otherwise participate in any Class Action.

**OPT-OUT PROVISION. YOU SHALL HAVE THE RIGHT TO OPT OUT OF THIS ARBITRATION AGREEMENT AND CLASS ACTION WAIVER BY PROVIDING WRITTEN NOTICE OF YOUR INTENTION TO DO SO TO US WITHIN THIRTY (30) DAYS OF THE PURCHASE OF THIS CONTRACT (THE DATE OF PURCHASE BEING INDICATED ON YOUR SALES ORDER AND RECEIPT FROM THE SELLING RETAILER).**

To opt out, **You** must send written notice to: 13801 Riverport Drive, Suite 100, Maryland Heights, MO 63043-0010 Attn: Legal **You** must include in **Your** opt out notice: (a) **Your** name and address; (b) the date **You** purchased **Your Contract**; and (c) the **Seller**. If **You** properly and timely opt out, then all Claims will be resolved in court rather than arbitration

#### **SPECIAL STATE DISCLOSURES AND REQUIREMENTS**

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

**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. 15<sup>th</sup> Ave., Suite 261, Phoenix, AZ 85007, Tel: 602-364-3100; www.difi.az.gov. **CANCELLATION** section is modified as follows: The cancellation fee may not exceed ten (10%) percent of the amount paid by the **Contract Holder** or fifty dollars (\$50), whichever is less.

**We** may cancel this **Contract** if **Your Vehicle** is found to be modified by **You** in a manner not recommended by the manufacturer after the **Contract Purchase Date**, or **Your Vehicle** is found to be used for **Business Use**. **We** may cancel this **Contract** for non-payment of the **Contract Purchase Price**, or for **Your** misrepresentation in the submission of a claim. **We** may not exclude **Pre-Existing Conditions** if such conditions were known or should reasonably have been known by **Us** or the person selling the **Contract** on **Our** behalf. This **Contract** will not be cancelled for misrepresentation by the company or the **Seller** of this **Contract**.

**KENTUCKY:** Transfer fee and Cancellation fee are not applicable.

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

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

**OBLIGATIONS** is amended as follows: Obligations of the **Obligor** under this **Contract** are insured under a reimbursement

insurance policy. If the **Obligor** fails to pay or provide service on a claim within sixty (60) days after proof of loss has been filed, the **Contract Holder** is entitled to make a claim directly against the insurance company referenced in the **Obligations** section of this **Contract**.