



VEHICLE SERVICE CONTRACT SCHEDULE

This Schedule is not valid unless completely filled out. Please print or type.

FOR ADMINISTRATOR USE ONLY

CONTRACT NUMBER:

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:
OPTIONAL SURCHARGE: <input type="checkbox"/> VANISHING DEDUCTIBLE <input type="checkbox"/> BUSINESS USE <input type="checkbox"/> CANADIAN VEHICLE <input type="checkbox"/> SEALS & GASKETS <input type="checkbox"/> LIFT KIT <input type="checkbox"/> OVERSIZED/UNDERSIZED TIRES <input type="checkbox"/> MARKET LABOR RATE			MANDATORY SURCHARGE: <input type="checkbox"/> HYBRID ELECTRIC PROPULSION

*CONTRACT TERM INCLUDES THE MANUFACTURER'S WARRANTY TERM

DECLARATIONS

The undersigned acknowledges and understands that:

1. The Purchaser has reviewed and understands the **Vehicle Service Contract** and will abide by the terms of the **Contract**.
2. This is a **Contract** between the Purchaser and the **Provider**, Assurance Express, LLC, located at [13801 Riverport Dr., Suite 100, Maryland Heights, MO 63043], [(855) 203-9876], except in Oklahoma, where the Provider is Auto Knight Motor Club [10751 Deerwood Park Blvd., Ste. 200, Jacksonville, FL 32256, (844) 241-5518, (Oklahoma License No. 44201050)].
3. This **Contract** must be received by the **Administrator**, Hero Protects, LLC, located at [13801 Riverport Dr., Suite 100, Maryland Heights, MO 63043], from the seller, verified and accepted by the **Administrator** for **Vehicle** eligibility.
4. This **Schedule Page** will be attached to and will become part of the **Contract**.
5. The undersigned confirms that the information contained in this **Schedule Page** is accurate and complete to the best of their knowledge and belief.
6. Performance to **You** under this **Contract** is guaranteed by an authorized insurance company. You may file a claim with this insurance company if any promise made in the **Contract** has been denied or has not been honored within sixty (60) days from the date proof of loss was filed. The name and address of the insurance company is Lyndon Southern Insurance Company, [10751 Deerwood Park Blvd., Ste 200, Jacksonville, FL 32256], [(800) 888-2738]. Please see the **Insurance Statement** for additional information.
7. **PURCHASE OF THIS CONTRACT IS OPTIONAL AND IS NOT REQUIRED IN ORDER TO PURCHASE A VEHICLE OR OBTAIN VEHICLE FINANCING.**

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 original 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 twenty-five dollars (\$125) 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 covered cost amounts.

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: For **Used Vehicle Coverage**, 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**. For **New Vehicle Coverage**, the **Expiration Date** is determined by adding the months of the **Term** to the **Contract Purchase Date** of the **Contract** and the **Expiration Miles** is the actual ending mileage of the **Term**, as shown in the **Coverage** Description section on the **Schedule Page**. For **Wrap Vehicle Coverage**, see **Wrap Coverage Term** under **Section I. DEFINITIONS**. 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**.

Wrap Coverage Term means the months or mileage that **Your Contract** is in force as shown on the **Schedule Page** of this **Contract**. The term begins on the original **In-Service Date**. The **Term** expires after the number of months indicated, or after the **Vehicle's** odometer registers the total number of miles indicated, whichever comes first. **Wrap Coverage**, once the manufacturer's warranty expires, will cover the Powertrain (engine, transmission, transfer case, drive axle) for the term of the **Contract** as indicated on the **Schedule Page** of this **Contract**.

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 twenty-five dollars (\$125) 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.

MOMENTUM COVERAGE

If You have purchased MOMENTUM COVERAGE in the Coverage Level field under the Coverage Description section of the Schedule Page of this Contract, covered parts include those specified in letters A-F below.

- A. **Engine:** Cylinder Heads; Intake Manifold; Exhaust Manifold(s); Crankshaft; Connecting Rods; Connecting Rod Bolts; ~~Pistons~~; Wrist Pins and Retainers; Piston Rings; Camshafts; Camshaft Bearings; Valve Lifters/Camshaft Followers; Rocker Arms; ~~Rocker Arm Studs and Bolts~~; Push Rods; Camshaft Housing; Balance Shaft; Balance Shaft Gear; Cylinder Head Bolts; Valve Guides; Valve Seats; Intake and Exhaust Valves; Valve Springs; Valve Keepers and Retainers; Timing Chain and Timing Chain Gears/Sprockets. Crankshaft Bearings, Connecting Rod Bearings and Balance Shaft Bearings, Seals and Gaskets are also covered if required in connection with the repair or replacement of a Covered Part resulting from a **Breakdown**.
- B. **Transmission/Transfer Case:** Front Pump Housing, Gears, Stator Support and Bolts; Input, Output and Intermediate Shafts; Counter and Idler Shafts; All Forward Speeds, Overdrive and Reverse Gear Sets; Planet/Pinion Gear Carriers; ~~Planetary Assemblies and Valve Body/Control Valve Assembly~~. Torrington and Roller Bearings, Seals and Gaskets are also covered if required in connection with the repair or replacement of a Covered Part resulting from a **Breakdown**.
- C. **Front/Rear Wheel Drive System:** Axle Shafts; Pinion Yoke/Flange and Flange Lock-Nut; ~~Pinion Gear~~; Pinion Preload Adjustment Sleeve; Pinion Gear Spacers; Ring Gear; Differential Carrier Housing; Differential Carrier; ~~Differential Carrier Bearing Caps and Bolts~~; Differential Carrier/Ring Gear Adjustment Spacers; Side Gears; Side Gear Washers; Spider Gears; ~~Spider Gear Washers~~; Spider Gear Pinion Shaft and Spider Gear Pinion Shaft Bolt. Pinion Bearings and Races, Differential Carrier Bearings and Races, Seals and Gaskets are also covered if required in connection with the repair or replacement of a Covered Part resulting from a **Breakdown**.
- D. **Turbocharger/Supercharger:** (Factory Installed Only): Turbocharger/Supercharger housing; turbo boost valve; turbo waste gate, actuator bearing, bushing and all other internal parts. Turbocharger/Supercharger housing are only covered if damaged by a covered internally Lubricated Part.
- E. **Seals and Gaskets:** Seals and Gaskets are covered only as part of repair or replacement of the above Covered Parts. Seals and Gasket Optional coverage is only available if Seals and Gaskets coverage is selected on the **Schedule Page** at time of **Vehicle** purchase and the surcharge was added to total amount owed.
- F. **Fluids:** Up to one hundred dollars (\$100) allowance for Vehicle Fluids (Engine Oil, Transmission Fluid and Front/Rear Drive System Fluid) if required in conjunction with a Covered Repair.

TORQUE COVERAGE

If You have purchased TORQUE COVERAGE in the Coverage Level field under the Coverage Description section of the Schedule Page of this Contract, covered parts include those listed under MOMENTUM COVERAGE and those specified in letters G-O below.

- G. **AC/Heating:** (Includes only factory or dealer installed equipment); condenser; condenser fan; condenser fan motor; compressor; compressor clutch; compressor drive motor; evaporator; ~~compressor pulley~~; accumulator; drier; expansion valve; idler pulley; driver operated A/C controls; electronic A/C control module; heater core; ~~blower motor~~; orifice tube; high/low cut off switch; and pressure cycling switch.
- H. **Cooling:** Radiator, ~~Water pump and housing~~; cooling fan; cooling fan motor; fan clutch; coolant recovery tank, thermostat, and mixture control valve.
- I. **Fuel System:** ~~Fuel delivery pump~~; fuel injection pump; fuel injectors; fuel tank; metal fuel lines; fuel pressure regulator; fuel sending unit; fuel gauge; and fuel injection sensors.
- J. **Brakes:** ~~Master cylinder~~; power brake cylinder; vacuum assist booster; calipers; wheel cylinders; compensating valve; anti-lock brake system (ABS); modulating valve; ~~crash avoidance system~~; hydraulic lines and fittings; and parking brake actuator.
- K. **Electrical:** Alternator; ignition coil; ~~horns~~; distributor (does not include cap & rotor); starter motor; starter solenoid; starter drive; cruise control systems; adaptive cruise control systems; idle air control (IAC) valve and motor; engine control module (ECM); ignition lock cylinder; windshield wiper motors; windshield wiper linkage; windshield washer pump; power seat motor; power window motors; power window regulators; power door locks and actuators; power antenna motor; ~~power trunk release~~; wiring harness; and driver information gauges (excludes burned out light bulbs); brake light switch; all manually operated switches.
- L. **Suspension:** Upper and lower control arm shafts, bearings and bushings; electronic stability control system; traction control system; wheel bearings; spindles; ball joints; kingpins and bushings; radius arm and bushings; stabilizer bar, arm; links and bushings; torsion bars; coil springs; leaf springs; suspension level control compressor; wheel speed sensors; and wheel hub assembly.
- M. **Steering:** Steering gear box/rack and all internally Lubricated Parts; power steering pump; electric steering motor; tire pressure monitoring system; pitman arm; idler arm; and tie rod ends.
- N. **Hybrid Electric Propulsion:** IMA Control unit of battery electronics, IMA control unit for Motor Electronic, cable assembly (motor PDU), Junction board assembly, IMA motor stator assembly, IMA motor rotor assembly, PDU unit (pre-driver), PDU converter (AC-DC). Hybrid Electric Propulsion is only available if the Optional coverage is selected on the **Schedule Page** at time of **Vehicle** purchase and the surcharge was added to total amount owed.
- O. **Seals and Gaskets:** Seals and Gaskets are covered only as part of repair or replacement of the above Covered Parts. Seals and Gasket Optional coverage is only available if Seals and Gaskets coverage is selected on the **Schedule Page** at time of **Vehicle** purchase and the surcharge was added to total amount owed.

ABSOLUTE COVERAGE

If You have purchased **ABSOLUTE COVERAGE** in the Coverage Level field under the Coverage Description section of the Schedule Page of this Contract, in the event of a **Covered Failure**, We will pay or reimburse You for Reasonable Costs to repair or replace any **Breakdown** of all mechanical or electrical parts except those listed under **Section V. WHAT IS NOT COVERED** less any Deductible(s) in accordance with **Section II. GENERAL PROVISIONS** contained in this Contract. Reimbursement amounts for replacements parts or components may be based on new, non-OEM, remanufactured, or used parts at Our sole discretion.

WRAP COVERAGE

If You have purchased **WRAP COVERAGE** in the Coverage Level field under the Coverage Description section of the Schedule Page of this Contract, in the event of a **Covered Failure**, We will pay or reimburse You for Reasonable Costs to repair or replace any **Breakdown** of all mechanical or electrical parts except those listed under **Section V. WHAT IS NOT COVERED** less any Deductible(s) in accordance with **Section II. GENERAL PROVISIONS** contained in this Contract. Reimbursement amounts for replacements parts or components may be based on new, non-OEM, remanufactured, or used parts at Our sole discretion. Wrap Coverage, once the manufacturer's warranty expires, will cover the Powertrain (engine, transmission, transfer case, drive axle) for the term of the Contract as indicated on the Schedule Page of this Contract. The Term for Wrap Coverage starts on the In-Service Date.

OPTIONAL/MANDATORY SURCHARGE

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.

Market Labor Rate Option: If this option is selected, the maximum payable Repair Facility labor rate of one hundred twenty dollars (\$125) per hour shall not apply, and We will authorize repairs for a **Breakdown** based upon the Repair Facility's posted labor rate as long as it is a Reasonable Cost.

Business Use Option: If this option is selected, this Contract will provide Coverage even if the Vehicle is used 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.

Canadian Vehicle Option: If this option is selected, this Contract will provide Coverage, based on the Coverage level selected on the Schedule Page of this Contract, even if the Vehicle was manufactured or purchased for sale in Canada 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.

Hybrid Electric Propulsion: If this surcharge is selected, this Contract will provide coverage, based on the coverage level selected on the Schedule Page of this Contract.

Lift Kit 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 Option: 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.

Seals and Gaskets Coverage: If this option is selected, Seals and Gaskets are covered for all components listed as covered in **Section III. SCHEDULE OF COVERAGE** provided the Vehicle described on the Contract has less than one hundred fifty thousand (150,000) miles on the odometer at the time of Contract issuance. Vehicles with one hundred fifty thousand (150,000) miles or more on the odometer at time of Contract issuance are not eligible for Optional Seals and Gaskets Coverage.

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 applies to this benefit. **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 the is 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 expense 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

- A. The **Contract Holder** may cancel this **Contract** for any reason at any time, by contacting the **Administrator** or **Seller**.
- B. 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 fifty dollars (\$50). 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.
- C. 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 fifty dollars (\$50). 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**.
- D. 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**.
- E. All refunds will be issued through the **Seller** from whom the **Contract** was purchased.
- F. **Service Contract Provider** reserves the right to cancel this **Contract** upon the occurrence of any of the following:
 1. Failure by the **Contract Holder** to pay an amount when due.
 2. Discovery of fraud or material misrepresentation by the **Contract Holder** in obtaining this **Contract** or in presenting a claim for service hereunder.
 3. 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.
 4. 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.
 5. 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**.
 6. 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.
 7. 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 Lyndon Southern Insurance Company, 10751 Deerwood Park Blvd., Ste. 200, Jacksonville, FL 32256, Tel: (800) 888-2738, except in California, Georgia, New York, and Wisconsin.

In California, obligations under this **Contract** are insured under an insurance policy issued by Response Indemnity Company of California, 10751 Deerwood Park Blvd., Ste. 200, Jacksonville, FL 32256, (800) 888-2738.

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

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

If the **Obligor** fails to pay an authorized claim within sixty (60) days, or if the **Obligor** becomes insolvent or ceases to conduct business during the term of this 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. The arbitration will be governed by federal substantive law and the substantive and procedural provisions of the Federal Arbitration Act ("Act"), 9 U.S.C. §§ 1-16. If federal substantive law holds that state law should apply to any issue relating to the arbitration, then the law of the state where **You** purchased the **Agreement** shall apply, without regards to conflicts of law. The arbitration will occur before a single, neutral arbitrator selected in accordance with the Code in effect at the time the arbitration is commenced. If **Your** total damage claims (not including attorney's fees) do not exceed \$25,000, then all Claims shall be resolved by the Code's Procedures for the Resolution of Disputes through Document Submission, except that a Party may ask for a hearing or the arbitrator may decide that a hearing is necessary. If a hearing is held, **You** have a right to attend the arbitration hearing in person, and **You** may choose to have any arbitration hearing held in the county in which **You** live, the closest AAA location to **Your** residence, or via telephone. In the event that the specified arbitration forum is unavailable, the Parties may agree on a substitute arbitration forum. If the Parties cannot agree, a court of competent jurisdiction may appoint a substitute arbitration forum. For information about how to initiate arbitration with the AAA, the Parties may refer to the AAA Code and forms at www.adr.org. If **You** initiate arbitration with AAA, **You** must pay the AAA filing fee in an amount no greater than the fee **You** would have to pay if **You** filed a complaint in federal court. **We** will pay any remaining Costs of arbitration required by the Code ("Arbitration Costs"); however, if the arbitrator determines that any of **Your** claims are frivolous, **You** shall bear all of the Arbitration Costs. If **We** initiate arbitration against **You**, **We** will pay the AAA filing fee and the Arbitration Costs. Each party will pay his/her/its own attorney's fees, as well as costs relating to proof and witnesses, regardless of who prevails, unless applicable law and/or the Code gives a party the right to recover any of those fees from the other party. An arbitration award may not be set aside except upon the limited circumstances set forth in the Federal Arbitration Act. An award in arbitration will be enforceable under the Federal Arbitration Act by any court having jurisdiction. The time for commencing an arbitration asserting any Claim shall be determined by reference to the applicable statute(s) of limitations, including the applicable rules governing the commencement of the limitations period, and a Claim in arbitration is barred to the same extent it would be barred if it were asserted in court of law or equity rather than in arbitration.

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

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 AGREEMENT (THE DATE OF PURCHASE BEING INDICATED ON YOUR AGREEMENT).

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 400, 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**.

ALABAMA: CANCELLATION section is modified as follows: The **Contract Holder** may cancel this **Contract** within thirty (30) days of the **Contract** Purchase Date, and receive a full refund of the total **Contract Purchase Price**, less any claims paid. The **Contract Holder** may cancel this **Contract** after thirty (30) days and receive a pro-rata refund of the total **Contract Purchase Price** based on the greater of the days in force or the miles driven compared to the total **Contract Term**, less the applicable cancellation fee. A cancellation fee not to exceed twenty-five dollars (\$25.00) will be charged for cancellations occurring after thirty (30) days. No cancellation fee will be charged if **We** cancel **Your Contract**. The **Term** of this **Contract** for cancellation purposes will be based on the **Vehicle** Purchase Date and the **Vehicle** mileage on such date. Refunds issued hereunder shall be issued less the value of any services received by the **Contract Holder** (including claims paid). A ten percent (10%) penalty per month shall be added to a refund not paid or credited within forty-five (45) days after return of the **Contract** and upon receipt of the **Administrator**. If a refund is owed, the refund will be paid or credited within thirty (30) days from the date the **Obligor** or **Seller** receive notice of cancellation from the **Contract Holder**. If **We** cancel this **Contract**, written notice of such cancellation will be mailed to **You** at least five (5) days prior to the date of cancellation, unless the reason for cancellation is nonpayment or a material misrepresentation. In the event of cancellation by the **Obligor**, notice of cancellation will state the effective date of cancellation and the reason for the cancellation. The **Contract** will be governed under the laws of the State of Alabama.

ALASKA: CANCELLATION section is modified as follows: The time period for a full refund is amended to be ten (10) days from the **Contract Purchase Date** if the **Contract** is delivered at the time of sale, or thirty (30) days from mailing if the **Contract** is provided to **You** by mail. A ten percent (10%) per month penalty of the unearned **Contract Purchase Price** paid shall be added to any refund owed that is not paid within forty-five (45) days. If the **Contract Holder** cancels 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**, less the applicable cancellation fee in the amount of fifty dollars (\$50) or seven point five percent (7.5%) of the unearned **Contract Purchase Price**, whichever is less.

The **Term** of this **Contract** for cancellation purposes will be based on the date of purchase of the **Vehicle** and the **Vehicle** mileage on such date. Refunds hereunder shall be issued less the value of any services received by the **Contract Holder** (including claims paid.)

We may only cancel this **Contract** for the following reasons: (1) **Your** nonpayment of the **Contract Purchase Price**; (2) **Your** conviction for a crime having as one of its necessary elements an act increasing a hazard covered by this **Contract**; (3) discovery of fraud or material misrepresentation made by **You** in obtaining the **Contract** or pursuing a claim under the **Contract**; (4) discovery of a grossly negligent act or omission by **You** that substantially increases the hazards covered by this **Contract**; (5) physical changes in the **Vehicle** that result in the **Vehicle** becoming ineligible for coverage under the **Contract**; or (6) a substantial breach of duties by **You** related to the **Vehicle**. If **We** cancel this **Contract**, **We** will mail a written notice stating the effective date of and reason for cancellation to **Your** last known address at least five (5) days prior to cancellation, unless the reason for cancellation is nonpayment or a material misrepresentation. A ten percent (10%) per month penalty of the unearned **Contract Purchase Price** shall be added to any refund owed that is not paid within forty-five (45) days.

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

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

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

Obligations section, last paragraph is deleted in its entirety and replaced with the following: In the event the **Obligor** fails to provide a covered service within thirty (30) days after the **Agreement Holder** notifies the **Obligor** of a claim, or if the **Obligor** becomes insolvent or ceases to conduct business during the term of this **Agreement**, **You** may file a direct claim with the insurer as designated above. To do so, please call the following number for instructions: [(800) 888-2738].

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

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, 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 **Commercial 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**.

ARKANSAS: CANCELLATION section is modified as follows: Claims paid will not be deducted from **Your** cancellation refund amount. A ten percent (10%) per month penalty shall be added to any refund owed that is not paid within forty-five (45) days. If **We** cancel this **Contract**, written notice of such cancellation will be mailed to **You** at least fifteen (15) days prior to the date of cancellation, unless the reason for cancellation is nonpayment, a material misrepresentation or a substantial breach of duties. In the event of cancellation by the **Obligor**, notice of cancellation will state the effective date of cancellation and the reason for the cancellation. 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**. A claim against the Provider shall also include a claim for return of the unearned provider fee. Arbitration clause is non-binding and voluntary.

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

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

DISPUTE RESOLUTION/ARBITRATION CONTRACT AND CLASS ACTION WAIVER is amended to include the following: Under Regulations of Connecticut State Agencies 42-260-3, **We** are required to make reasonable efforts with **You** to resolve disputes regarding this **Contract**. If **You** and **Us** cannot reach an **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 **Contract** period is less than one (1) year, the coverage is automatically extended if the product is being repaired when the **Contract** expires. In-home service is not provided.

FLORIDA: CANCELLATION section is modified as follows: **You** may cancel this **Contract** by submitting a written request to the **Administrator** or **Seller** containing a copy of **Your Contract**. During the first sixty (60) days from the **Contract Purchase Date**, **We** or the **Seller** will refund **You** one hundred percent (100%) of the **Contract Purchase Price**, less any claims paid on **Your Contract**. After the first sixty (60) days from the **Contract Purchase Date**, **We** or the **Seller** will refund **You** a pro rata amount of the **Contract Purchase Price**, based on the 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 **Contract Holder**.

We may cancel this **Contract** during the first sixty (60) days of the **Contract Purchase Date** for any reason. After sixty (60) days, **We** may cancel this **Contract** for material misrepresentation or fraud at time of sale or for non-payment of **Contract Purchase Price**. If **We** cancel this **Contract**, **We** or the **Seller** will refund **You** one hundred percent (100%) of the **Contract Purchase Price**, less any claims paid on **Your Contract**. If **We** cancel this **Contract** for non-payment of the **Contract Purchase Price** by **You**, **We** shall provide **You** notice of cancellation by certified mail. If **Your Contract** is financed, the lienholder has the right to receive any portion of the cancellation refund amounts. If **Your Vehicle** is repossessed, stolen or declared a total loss, **You** authorize the lienholder to cancel this **Contract**. The rights under this **Contract** are transferred to the **Lienholder** and the **Lienholder** is also entitled to any refund. The lienholder, if any, will be named on a cancellation refund check as their interest may appear. If **We** cancel this **Contract** and a refund is owed, the refund will be paid or credited within thirty (30) days from the effective date of the cancellation.

TRANSFER FEE: The transfer fee is forty dollars (\$40).

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

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

GEORGIA: The **DISPUTE RESOLUTION/ARBITRATION CONTRACT AND CLASS ACTION WAIVER** ARBITRATION subsection is deleted in its entirety.

CANCELLATION section is modified as follows: If **You** cancel the **Contract** within thirty (30) days of the **Contract Purchase Date**, the cancellation fee will not be charged. After thirty (30) days, the cancellation fee can be no more than ten percent (10%) of the pro-rata refund amount or fifty dollars (\$50), whichever is less. If **You** have cancelled this **Contract** and have not received the refund from **Us** or the **Administrator** within sixty (60) days of such cancellation, **You** may contact the Insurance Company identified in the **OBLIGATIONS** section of this **Contract**. If the **Obligor** fails to provide a refund 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. For cancellations by **You** within thirty (30) days of the **Contract Purchase Date** in which no claims have been filed, a ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within forty-five (45) after **We** receive the cancellation request.

We may cancel this **Contract** for non-payment of the **Contract Purchase Price** for material misrepresentation, or for fraud and no cancellation fee will be charged. The cancellation shall be in writing and shall not be less than thirty (30) days from the date of mailing or delivery in person of such notice of cancellation. The cancellation notice shall state the reason for and effective date of cancellation. If this **Contract** is cancelled after the first thirty (30) days, **We** will refund an amount of the **Contract 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 **Contract Purchase Date**.

Pre-existing Conditions known to **You** are not covered, including any covered part that was broken, worn beyond serviceable limits, or making noise at the time of purchase, or any component or system that was not functioning properly upon the first attempt to operate. **What is Not Covered, 3A** is amended to read: A. 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, or restricted oil flow; The funding party and lienholder may only cancel for nonpayment in the event of total loss or repossession of the **Vehicle**.

HAWAII: CANCELLATION section is modified as follows: If **You** cancel this **Contract** within the applicable time period for a full refund and no claims have been paid, a penalty of ten percent (10%) per month shall be added to any refund not paid to **You** within forty-five (45) days.

If **We** cancel this **Contract**, **We** will mail a written notice five (5) days prior to the cancellation effective date stating the reason for cancellation and effective date of the cancellation. A notice will not be provided if cancellation is for nonpayment, material misrepresentation, or a substantial breach of duties by **You** relating to the **Vehicle** or its use.

IDAHO: CANCELLATION section is modified as follows: Claims paid will not be deducted from **Your** cancellation refund amount. The cancellation fee shall not exceed fifty dollars (\$50).

If **You** are in need of **EMERGENCY REPAIRS** and are unable to contact **Us** for prior authorization, then **You** may take **Your Vehicle** to any state **Licensed Repair Facility** to have the repairs performed prior to authorization by **Us**. In such a case, **You** must contact **Us** as soon as possible to file a claim. Failure to obtain prior authorization from **Us** prior to the performance of a repair will not invalidate a covered claim if **You** show that it was not reasonably possible to do so. Coverage afforded under this **Contract** is not guaranteed by the Idaho Insurance Guarantee Association.

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

ILLINOIS: CANCELLATION section is modified as follows: If **You** elect cancellation, **We** may retain a cancellation fee not to exceed the lesser of ten percent (10%) of the **Contract Purchase Price** or fifty dollars (\$50).

Your Contract is amended to include: **Normal wear and tear is covered except where excluded in COMPONENTS, EXPENSES, AND VEHICLES NOT COVERED.**

INDIANA: Your proof of payment to the **Seller** for this **Contract** shall be considered proof of payment. This **Contract** is not insurance and is not subject to Indiana insurance law.

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

IOWA: CANCELLATION section is modified as follows: If **You** cancel this **Contract** within thirty (30) days of the **Contract Purchase Date**, **You** may cancel via mail, telephone or email (855-203-9876 or gethelp@aegis-service.com). If cancelled after the first thirty (30) days, the cancellation fee for cancellation by the **Contract Holder** can be no more than ten percent (10%) of the **Contract Purchase Price** or fifty dollars (\$50) whichever is less. If **You** cancel this **Contract** within the first thirty (30) days, a ten percent (10%) penalty per month shall be added to a refund that is not made within thirty (30) days of return of this **Contract** to **Us**.

If **We** cancel this **Contract**, written notice of such cancellation will be mailed to **You** at least fifteen (15) days prior to the date of cancellation. In the event of cancellation by the **Obligor**, notice of cancellation will state the effective date of cancellation and the reason for the cancellation.

Iowa residents only may contact the Iowa Insurance Commissioner at the following address: Iowa Insurance Division, 1963 Bell Avenue, Suite 100, Des Moines, Iowa 50315 (515) 654-6600. This **Contract** is subject to applicable provisions of Iowa Consumer Credit Code, Chapter 537.

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

KENTUCKY: Transfer fee and Cancellation fee are not applicable.

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

We shall mail a written notice to the **Contract Holder** at the last known address of the **Contract Holder** at least fifteen (15) days prior to cancellation by **Us**. The notice shall state the effective date of the cancellation and the reason for the cancellation. Prior notice is not required if the reason for cancellation is nonpayment of the provider fee, a material misrepresentation by the **Contract Holder** to **Us**, or a substantial breach of duties by the **Contract Holder** relating to the covered **Vehicle** or its use.

This **Contract** is not regulated by the Louisiana Department of Insurance.

Any concerns or complaints regarding this **Contract** may be directed to the Louisiana Attorney General.

The **DISPUTE RESOLUTION/ARBITRATION CONTRACT AND CLASS ACTION WAIVER**, **ARBITRATION** subsection is voluntary and non-binding.

If **You** are in need of **EMERGENCY REPAIRS** and are unable to contact **Us** for prior authorization, then **You** may take **Your Vehicle** to any state **Licensed Repair Facility** to have the repairs performed prior to authorization by **Us**. In such a case, **You** must contact **Us** as soon as possible to open a claim file. Failure to obtain prior authorization from **Us** prior to the performance of a repair will not invalidate a covered claim if **You** show that it was not reasonably possible to do so.

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

We shall mail a written notice to the **Contract Holder** at the last known address of the **Contract Holder** contained in the records of the **Obligor** at least fifteen (15) days prior to cancellation by **Us**. The notice must state the effective date of the cancellation and the reason for the cancellation. If the **Administrator** cancels this **Contract** within the first thirty (30) days of the **Contract Purchase Date**, a full refund of the total **Contract Purchase Price** will be issued. If the **Administrator** cancels this **Contract** after thirty (30) days, **We** shall refund to the **Contract Holder** one hundred percent (100%) of the unearned pro rata **Contract Purchase Price**, less any claims paid.

If the **Obligor** fails to pay or provide service on a claim, including any claim for the return of the unearned portion of the **Contract Purchase Price**, within sixty (60) days after proof of loss has been filed, the **Contract Holder** is entitled to make a claim directly against the insurance company listed in the **OBLIGATIONS** section of this **Contract**.

DISPUTE RESOLUTION/ARBITRATION CONTRACT AND CLASS ACTION WAIVER: Maine permits arbitration which is entered by mutual consent and takes place in the Maine County in which the contract was issued for delivery. Also, no condition, stipulation or agreement in a contract shall deprive the courts of this State of jurisdiction. It cannot be the exclusive remedy to the contract holder.

MARYLAND: NOTICE: WE CANNOT PRECLUDE COVERAGE SOLELY FOR AN ISSUE WITH A MOTOR VEHICLE IDENTIFIED IN A TECHNICAL SERVICE BULLETIN. Any provisions in this Contract that deny coverage for a Covered Item that are based solely on that Covered Item being identified in a Technical Service Bulletin are deleted in their entirety. **CANCELLATION** section is modified as follows: If **You** are the original **Contract Holder** and **You** cancel this **Contract** within thirty (30) days of the original **Contract Purchase Date**, a full refund will be issued, less any claims paid. If **You** cancel this **Contract** after thirty (30) days, **You** will receive a pro-rata refund of the total **Contract Purchase Price** based on the greater of the days in force or the miles driven compared to the total **Contract Term**. The **Term** of this **Contract** for cancellation purposes will be based on the date of purchase of the **Vehicle** and the **Vehicle** mileage on such date. Refunds hereunder shall be issued less the value of any services received by the **Contract Holder** (including claims paid). The cancellation fee does not apply in Maryland. A ten percent (10%) penalty per month of the **Contract Purchase Price** shall be added to a refund that is not paid within forty-five (45) days of return of this **Contract to Us**. If a refund is owed, the refund will be paid or credited within thirty (30) days from the date the **Obligor** or **Seller** receive notice of cancellation from the **CONTRACT HOLDER**.

After forty-five (45) days, **We** cannot cancel this **Contract** except, when there exists:

(1) a material misrepresentation or fraud at the time of sale of the **Contract**; (2) a matter or issue related to the risk that constitutes a threat to public safety; (3) a change in the condition of the risk that results in an increase in the hazard insured against; (4) for non-payment of the **Contract Purchase Price**; or (5) due to the revocation or suspension of the driver's license or motor **Vehicle** registration of the named insured or covered driver under the policy and for reasons related to the driving record of the named insured or covered driver.

The transfer fee does not apply in Maryland.

The cost of tear down and diagnostics are included with loss covered by this **Contract**.

BREAKDOWN/MECHANICAL BREAKDOWN - A **Breakdown** will also be covered if it was caused by normal wear and tear of a covered component.

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

DISPUTE RESOLUTION/ARBITRATION CONTRACT AND CLASS ACTION WAIVER, **ARBITRATION** subsection is deleted in its entirety.

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

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

MISSISSIPPI: CANCELLATION section is modified as follows: Cancellation fee may not exceed ten percent (10%) of the **Contract Purchase Price** paid by **You**. A ten percent (10%) penalty per month shall be added to a refund that is not made within forty-five (45) days of return of this **Contract to Us**.

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

IMPORTANT NOTICE ABOUT YOUR COVERAGE:

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

MISSOURI: CANCELLATION section is modified as follows: If the **Contract Holder** cancels within thirty (30) days of the **Contract Purchase Date**, and a claim has been made, a full refund of the total **Contract Purchase Price** will be made less any claims that have been paid. If the **Contract Holder** cancels within the first thirty (30) days of the **Contract Purchase Date**, a ten percent (10%) penalty per month shall be added to a refund that is not made within forty-five (45) days of return of this **Contract to Us**. The applicable free-look time period on this **Contract** shall only apply to the original **Contract Holder**. If the **Contract Holder** cancels the **Contract**, written notice of such cancellation will be delivered to the **Contract Holder** by registered mail within forty-five (45) days of the date of termination.

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

For reimbursements for **EMERGENCY REPAIRS** please call **Our** Claims Department at (800) 242-7316 on the next normal business day during business hours for instructions.

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

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

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

NEVADA: GENERAL PROVISIONS, A. WAITING PERIOD is deleted in its entirety and replaced with the following: **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.** **CANCELLATION** section is modified as follows: **You** may cancel this **Contract** by submitting a written request to the **Administrator** or **Seller** containing a copy of **Your Contract** and the current mileage on **Your Vehicle**. During the first thirty (30) days from the **Contract Purchase Date**, **We** or the **Seller** will refund **You** one hundred percent (100%) of the **Contract Purchase Price**. After the first thirty (30) days from the **Contract Purchase Date**, **We** will refund **You** a pro-rated amount of the **Contract Purchase Price**, less a twenty-five-dollar (\$25) cancellation fee, within forty-five (45) days after the **Contract** has been returned to **Us**. A ten percent (10%) penalty per month shall be added to a refund that is not made within forty-five (45) days of return of this **Contract** to **Us**. Under no circumstances will claims paid be deducted from a refund due. If a refund is owed, the refund will be paid or credited within thirty (30) days from the date the **Obligor** or **Seller** receive notice of cancellation from the **Contract Holder**.

We may cancel this **Contract** during the first thirty (30) days of the **Contract Purchase Date** for any reason. After thirty (30) days, **We** may cancel this **Contract** for material misrepresentation or fraud by **You** at time of sale or non-payment of **Contract Purchase Price** by **You**. If **We** cancel this **Contract**, **We** or the **Seller** will refund **You** one hundred percent (100%) of the **Contract Purchase Price**. No claims paid on **Your Contract** will ever be deducted from any refund issued pursuant to this **Contract** in Nevada. If **We** cancel this **Contract**, no cancellation will become effective until at least fifteen (15) days after the notice of cancellation is mailed to **You**. If **Your Contract** is financed, upon cancellation, only that portion of the refund still owed to the lender may be withheld. All other refund amounts will be returned to **You**. No cancellation will become effective until at least fifteen (15) days after the notice of cancellation is mailed to **You**. If the **Administrator** cancels this **Contract** and a refund is owed, the refund will be paid or credited within thirty (30) days from the effective date of the cancellation.

This **Contract** is non-renewable. Transfer fee may not exceed twenty-five dollars (\$25).

This **Contract** will not cover any unauthorized or non-manufacturer recommended modifications to the **Vehicle**, or any damages arising from such unauthorized or non-manufacturer recommended modifications. However, if the **Vehicle** is modified or repaired in an unauthorized or non-manufacturer recommended manner, **We** will not automatically suspend all coverage. Rather, this **Contract** will continue to provide any applicable coverage that is not related to the unauthorized or non-manufacturer recommended modification or any damages arising therefrom, unless such coverage is otherwise excluded by the terms of this **Contract**. If **You** are not satisfied with the manner in which **We** are handling the claim on the **Contract**, **You** may contact the Commissioner by use of the toll-free number of the Division, (888) 872-3234 or <http://doi.nv.gov/>.

DISPUTE RESOLUTION/ARBITRATION CONTRACT AND CLASS ACTION WAIVER, **ARBITRATION** subsection is deleted in its entirety.

NEW HAMPSHIRE: Deduction of claims are not permitted. **CANCELLATION** section is modified as follows: Any cancellation fee does not exceed the lesser of 10% of the **Contract Purchase Price** or fifty dollars (\$50). **Contracts** with a duration of 12+ months are earned pro-rata.

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

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

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

If **We** cancel this **Contract**, **We** shall mail a written notice to **You** at **Your** last known address at least five (5) days before cancellation. The notice shall state the effective date of the cancellation and the reason for the cancellation. Written notice is not required if canceled due to non-payment by **You** of the **Contract Purchase Price**; a material misrepresentation by **You** to **Us**; or substantial breach of duties by **You** relating to the **Vehicle** or its use.

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

NEW MEXICO: CANCELLATION section is modified as follows: If the **Contract Holder's** refund is not returned within sixty (60) days of return of this **Contract** to **Us**, a ten percent (10%) penalty of the purchase price, for each thirty (30)-day period or portion thereof that the refund remains unpaid will be added to the refund. If the **Contract Holder** cancels this **Contract** thirty (30) days after the **Contract Purchase Date**, a refund of one hundred percent (100%) of the unearned pro rata **Contract Purchase Price** will be provided, less a cancellation fee of fifty dollars (\$50) or ten percent (10%) of the **Contract Purchase Price**, whichever is less, and less any claims paid. The right to void this **Contract** is not transferable and applies to only the original **Contract Holder**.

No **Contract** that has been in effect for at least seventy (70) days will be cancelled by **Us** before the expiration of the agreed **Term** of one (1) year after the **Contract Purchase Date**, except on any of the following grounds: **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 **Contract**; Discovery of fraud or material misrepresentation by **You** in obtaining the **Contract** or in presenting a

claim for service there under; or Discovery of either of the following if it occurred after the **Contract Purchase Date** and substantially and materially increased the service required under the **Contract**: a) An act or omission by **You**; or b) **Your** violation of any condition of the **Contract**. If **We** cancel the **Contract**, notice of such cancellation will be delivered to **You** by registered mail fifteen (15) days prior to cancellation. The notice of cancellation will state the reason for cancellation and will include any reimbursement required. The cancellation will be effective as of the date of termination as stated in the notice of cancellation.

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

ANY PERSON WHO KNOWINGLY PRESENTS A FALSE OR FRAUDULENT CLAIM FOR PAYMENT OF A LOSS OR BENEFIT OR KNOWINGLY PRESENTS FALSE INFORMATION IN AN APPLICATION FOR INSURANCE IS GUILTY OF A CRIME AND MAY BE SUBJECT TO CIVIL FINES AND CRIMINAL PENALTIES.

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

If the **Obligor** cancels, a notice of cancellation will be sent to the **Contract Holder**, which will include the effective date of the cancellation and the reason for the cancellation. The **Obligor** will mail a notice of cancellation to the **Contract Holder** at least fifteen (15) days prior to cancellation.

If **You** are in need of **EMERGENCY REPAIRS** and are unable to contact **Us** for prior authorization, then **You** may take **Your Vehicle** to any state **Licensed Repair Facility** to have the repairs performed prior to authorization by **Us**. In such case, **You** must contact **Us** as soon as possible to open a claim file. Failure to obtain prior authorization from **Us** prior to the performance of a repair will not invalidate a covered claim if **You** show that it was not reasonably possible to do so. Additionally, failure to furnish **Us** with copies of repair orders and other requested receipts or documents within thirty (30) days of the repair will not invalidate a covered claim if **You** show that it was not reasonably possible to do so.

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

This **Contract** is amended to include: This **Contract** does NOT provide coverage for any of the following parts or services: Repair or replacement of a covered component/part to correct conditions that may reasonably be assumed to have existed at the inception date of the coverage provided by this **Contract** (**Pre-existing Conditions**) and Incidental or consequential damages, except as expressly provided otherwise in this **Contract**, including personal injury, physical damage, loss of use, loss of time, storage charges, inconvenience, and commercial loss.

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

NORTH CAROLINA: CANCELLATION section is modified as follows: a fifty-dollar (\$50) cancellation fee or ten percent (10%) of the pro-rata refund amount, whichever is less, is applicable.

We may only cancel this **Contract** for non-payment of the **Contract Purchase Price** or for a direct violation of the **Contract** by **You**.

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

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

OKLAHOMA: CANCELLATION section is modified as follows: **You** may cancel this **Contract** by submitting a written request to the **Administrator** or **Seller** containing a copy of **Your Contract**. If **You** cancel during the first thirty (30) days from the **Contract Purchase Date**, and no claim has been authorized or paid, **We** or the **Seller** will refund **You** one hundred percent (100%) of the **Contract Purchase Price**. After the first thirty (30) days from the **Contract Purchase Date**, or if a claim was made within the first thirty (30) days, **We** or the **Seller** shall provide a refund of one hundred percent (100%) of the unearned pro-rata premium, less the cost of service provided under this **Contract** and less a cancellation fee of ten percent (10%) of the unearned pro-rata premium or fifty dollars (\$50), whichever is less. If a refund is owed, the refund will be paid or credited within thirty (30) days from the date the **Obligor** or **Seller** receive notice of cancellation from the **Contract Holder**.

We may cancel this **Contract** during the first thirty (30) days of the **Contract Purchase Date** for any reason. After thirty (30) days, **We** may cancel this **Contract** for material misrepresentation or fraud at time of sale or for non-payment of **Contract Purchase Price**. If **We** cancel this **Contract**, **We** or the **Seller** will refund **You** one hundred percent (100%) of the **Contract Purchase Price**, less the cost of service provided under this **Contract**. If **Your Contract** is financed, the lienholder has the right to receive any portion of the cancellation refund amounts. If **Your Vehicle** is repossessed, stolen, or declared a total loss, **You** authorize the lienholder to cancel this **Contract**.

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

Coverage afforded under this **Contract** is not guaranteed by the Oklahoma Insurance Guaranty Association. Oklahoma Service Warranty License # 44201050.

The **DISPUTE RESOLUTION/ARBITRATION CONTRACT AND CLASS ACTION WAIVER** section is amended as follows: While arbitration is mandatory, the outcome of any arbitration shall be non-binding on the parties, and either party shall, following arbitration, have the right to reject the arbitration award and bring suit in a district court of Oklahoma.

OREGON: If **You** have any questions regarding this **Contract**, or a complaint against the **Obligor**, **You** may contact the Oregon Department of Consumer & Business Services, Division of Financial Regulation, Consumer Advocacy Unit at 350 Winter Street NE, Room 300, Salem, Oregon 97301, (888) 877-4894.

For reimbursements for **EMERGENCY REPAIRS** please call **Our** Claims Department at (800) 242-7316 on the next normal business day during business hours for instructions.

ROADSIDE ASSISTANCE is amended by deleting the following from the list of non-included benefits: Coverage shall not be provided in the event of emergencies resulting from the use of intoxicants or narcotics, or the use of the **Vehicle** in the commission of a felony.

The **DISPUTE RESOLUTION/ARBITRATION CONTRACT AND CLASS ACTION WAIVER** section is not applicable for Oregon. Any arbitration must be by mutual agreement and conducted under local rules as required under ORS Chapter 36.

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

SOUTH CAROLINA: CANCELLATION section is modified as follows: A ten percent (10%) penalty per month shall be added to a refund that is not made within forty-five (45) days of return of this **Contract to Us**.

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

TEXAS: Service Contract Provider License Number 377. **CANCELLATION** section is modified as follows: If the **Contract Holder** cancels this **Contract** before the thirty-first (31st) day of the **Contract Purchase Date**, the **Contract Holder** will receive a full refund of the total **Contract Purchase Price**. If a claim has been incurred before the thirty-first (31st) day, the **Contract Holder** shall receive a full refund of the **Contract Purchase Price** less claims paid. If the **Contract Holder** cancels this **Contract** after the thirty-first (31st) day, The **Contract Holder** will receive a pro-rata refund of the total **Contract Purchase Price**, based on the days in force compared to the total **Contract Term**, less claims paid and the applicable cancellation fee in the amount of fifty dollars (\$50). The **Term** of this **Contract** for cancellation purposes will be based on the **Vehicle Purchase Date**. If a refund is owed, the refund will be paid or credited within thirty (30) days from the date the **Obligor** or **Seller** receive notice of cancellation from the **Contract Holder**. A ten percent (10%) penalty per month shall be added to a refund that is not made within forty-five (45) days after return of the **Contract to Us**.

If **We** cancel this **Contract** for any reason other than non-payment of the **Contract Purchase Price** or material misrepresentation by **You** to **Us**, **We** shall mail a written notice of cancellation to **You** at the last known address before the fifth (5th) day preceding the effective date of cancellation. The notice will state the effective date of cancellation and the reason for cancellation.

If a covered claim is not paid or a refund not provided within forty-five (45) days after **You** have filed proof of loss with **Us**, **You** may contact or file a claim directly with the insurance company listed in the Obligations section of this **Contract**.

If **You** have any questions regarding the regulation of this **Contract** or a complaint against **Us**, **You** may contact the Texas Department of Licensing and Regulation at 920 Colorado, Austin, Texas 78701 or P.O. Box 12157, Austin, Texas 78711, (800) 803-9202.

UTAH: CANCELLATION section is modified as follows: This **Contract** may only be canceled by **Us** on grounds of: (1) material misrepresentation; (2) substantial change in risk; or (3) substantial breaches of contractual duties, conditions, or warranties. In general, if **We** cancel this **Contract**, **We** will mail to **You** written notice of cancellation at least thirty (30) days before the cancellation date. However, if **We** cancel this **Contract** within the first sixty (60) days after the **Contract Purchase Date** or if **We** cancel this **Contract** because **You** have defaulted in **Your** obligation to repay the amount financed by the lienholder, **We** will mail to **You** written notice of cancellation at least ten (10) days before the cancellation date.

Coverage provided under this **Contract** is not guaranteed by the Property and Casualty Guarantee Association. This **Contract** or warranty is subject limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department.

If **You** are in need of **EMERGENCY REPAIRS** and are unable to contact **Us** for prior authorization, then **You** may take **Your Vehicle** to any state **Licensed Repair Facility** to have the repairs performed prior to authorization by **Us**. In such a case, **You** must contact **Us** as soon as possible to open a claim file. Failure to obtain prior authorization from **Us** prior to the performance of a repair will not invalidate a covered claim if **You** show that it was not reasonably possible to do so. Additionally, failure to furnish **Us** with copies of repair orders and other requested receipts or documents within thirty (30) days of the repair will not invalidate a covered claim if **You** show that it was not reasonably possible to do so. **OBLIGATIONS** is revised as follows: **This Contract is not a contract of insurance.** The obligations of the **Obligor** are secured by an insurance policy issued by Lyndon Southern Insurance Company, 10751 Deerwood Park Blvd., Ste 200, Jacksonville, FL 32256, (800) 888-2738, in all covered states. If, within 60 days, **We** have not paid an authorized claim, provided **You** with a refund, or if **You** are otherwise dissatisfied, or **We** are no longer a going concern, become insolvent or are otherwise financially impaired, **You** are entitled under state law to make a claim directly to the **Insurer** by contacting the **Insurer** at the address or phone number listed above. Please enclose a copy of **Your Contract** when sending correspondence to the **Insurer**. The **Insurer** and **Obligor** shall not be deemed to provide coverage and the **Insurer** or **Obligor** shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such coverage, payment of such claim or provision of such benefit would expose the **Insurer**, its parent company or its ultimate controlling entity to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the United States of America.

The **DISPUTE RESOLUTION/ARBITRATION CONTRACT AND CLASS ACTION WAIVER** section is amended as follows: ANY MATTER IN DISPUTE BETWEEN **YOU** AND **OBLIGOR** MAY BE SUBJECT TO ARBITRATION AS AN ALTERNATIVE TO COURT ACTION PURSUANT TO THE RULES OF (THE AMERICAN ARBITRATION ASSOCIATION OR OTHER RECOGNIZED ARBITRATOR), A COPY OF WHICH IS AVAILABLE ON REQUEST FROM **OBLIGOR**. ANY DECISION REACHED BY ARBITRATION SHALL BE BINDING UPON BOTH **YOU** AND **OBLIGOR**. THE ARBITRATION AWARD MAY INCLUDE 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.

Payment of this **Contract** may be paid with cash, check or credit card by the **Contract Holder** or financed with the **Vehicle** loan or lease.

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

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

WASHINGTON: Disclosure: I acknowledge and understand the following material provisions of the **Contract**: 1) the material conditions I must meet to maintain coverage, including maintenance requirements, and how to submit claims (See "CONTRACT HOLDER'S RESPONSIBILITIES"); 2) the work, parts and benefits covered by this **Contract** (See "SCHEDULE OF COVERAGE"); 3) the time and mileage limitations (See "COVERAGE DESCRIPTION"); 4) that the Implied Warranty of the Merchantability on the **Vehicle** is not waived if I purchased this **Contract** within 90 days of the **Vehicle** Purchase Date from a provider who also sold the **Vehicle**; 5) the limitations exclusions and restrictions on coverage (See "WHAT IS NOT COVERED" and "GENERAL PROVISIONS"); and 6) my right to cancel the **Contract** and to obtain a refund (See "GENERAL").

Initials

CANCELLATION section is modified as follows: How **You** May Cancel This **Contract**: **You** may cancel this **Contract** by surrendering **Your** copy of this **Contract** with written notice to the **Seller** or directly to **Us**. Written notice shall contain an odometer statement indicating the odometer reading at the date of the request for cancellation. If **You** cancel this **Contract** within the first thirty (30) days and no claims have been filed, **We** will refund the entire **Contract Purchase Price**. A ten percent (10%) penalty shall be added to any refund that is not paid or credited within thirty (30) days after return of this **Contract** to the **Administrator** or to **Us**. If this **Contract** is canceled after the first thirty (30) days or a claim has been filed, **We** will refund the unearned **Contract Purchase Price** to **You** calculated on a pro-rata basis. The refund will be equal to the lesser amount produced using either the number of days the **Contract** was in force or the number of miles the **Vehicle** was driven prior to cancellation, less a cancellation fee of twenty-five dollars (\$25). Claims paid will not be deducted from **Your** cancellation refund amount. If a refund is owed, the refund will be paid or credited within thirty (30) days from the date the **Obligor** or **Seller** receive notice of cancellation from the **Contract Holder**. In the event of cancellation, the lienholder identified on the **Schedule/Registration Page**, if any, will be named on a cancellation refund check as its interest may appear. If the **Vehicle** and this **Contract** have been financed, the lienholder shown on the **Schedule/Registration Page** may cancel this **Contract** for non-payment or if the **Vehicle** is declared a total loss or is repossessed. This right of cancellation does not confer ownership of this **Contract** to the lienholder or otherwise entitle the lienholder to performance under this **Contract**.

Our Right To Cancel This Contract: **We** may cancel this **Contract** based on one or more of the following reasons: (1) non-payment of the **Contract Purchase Price**; (2) a material misrepresentation made by **You**; or (3) a substantial breach of duties by **You** under the **Contract** relating to the **Vehicle** or its use. If this **Contract** is canceled by **Us** within thirty (30) days of the **Contract Purchase Date**, a full refund of the total **Contract Purchase Price** will be issued. If this **Contract** is cancelled by **Us** after thirty (30) days, a pro-rata refund of the total **Contract Purchase Price** based on the greater of the days in force or the miles driven compared to the total **Contract Term** will be issued. In the event of cancellation, the lienholder identified on the **Schedule/Registration Page**, if any, will be named on a cancellation refund check as its interest may appear. Written notice of such cancellation shall include the effective date and actual reason for cancellation and shall be mailed or delivered to **You** not less than twenty-one (21) days prior to the effective date of cancellation, where such cancellation is for non-payment of the **Contract Purchase Price**, or not less than forty-five (45) days prior to the effective date of cancellation, where such cancellation is for any other reason. **We** have only sixty (60) days from the date of the sale of the **Contract** to the **Contract Holder** to determine whether or not the **Vehicle** qualifies for the program. Except as set forth above, after sixty (60) days the **Vehicle** qualifies for the issued **Contract** and the **Obligor** may not cancel the **Contract** and is fully obligated under the terms of the **Contract** sold to the **Contract Holder**. If **We** cancel this **Contract** and a refund is owed, the refund will be paid or credited within thirty (30) days from the effective date of the cancellation.

Our performance under this Contract is insured by an insurance policy issued to Us by the insurance company listed in the OBLIGATIONS section (Policy No. ASSUREX-AES-WA). **You** are entitled to apply directly to the reimbursement insurance company for payment or performance due under this **Contract**. If **You** cancel this **Contract**, **You** may apply for a refund with the insurance company. The warranty of merchantability on the **Vehicle** is not waived if the **Contract** was purchased within ninety (90) days of the purchase date of the **Vehicle**, and the provider or service **Contract Seller** also sold the covered **Vehicle**. The state of Washington is the jurisdiction for any civil action in connection with this **Contract**. The Warranty of merchantability on the **Vehicle** is not waived if the **Contract** was purchased within ninety (90) days of the purchase date of the **Vehicle**, and the provider or the service **Contract Seller** also sold the covered **Vehicle**.

If **You** are in need of **EMERGENCY REPAIRS** and are unable to contact **Us** for prior authorization, then **You** may take **Your Vehicle** to any **Repair Facility** to have the repairs performed prior to authorization by **Us**. In such a case, **You** must contact **Us** as soon as possible to open a claim file. Failure to obtain prior authorization from **Us** prior to the performance of a repair will not invalidate a covered claim if **You** show that it was not reasonably possible to do so. Additionally, failure to furnish **Us** with copies of repair orders and other requested receipts or documents within thirty (30) days of the repair will not invalidate a covered claim if **You** show that it was not reasonably possible to do so.

The **DISPUTE RESOLUTION/ARBITRATION CONTRACT AND CLASS ACTION WAIVER** section is amended to add the following: The Insurance Commissioner of Washington is the Service Provider's attorney to receive service of process in any action, suit or proceeding in any court, and the state of Washington has jurisdiction of any civil action in connection with this **Contract**. Arbitration proceedings shall be held at a location in closest proximity to the service **Contract Holder's** permanent residence.

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

If **We** cancel this **Contract**, written notice of such cancellation will be mailed to **You** at least five (5) days prior to the date of cancellation, unless the reason for cancellation is nonpayment, a material misrepresentation or a substantial breach of duties. In the event of cancellation by the **Obligor**, notice of cancellation will state the effective date of cancellation and the reason for the cancellation. This **Contract** is amended to include: At the sole discretion of the **Administrator**, replacement may be made with new, remanufactured, non-OEM or used parts, which are of a like kind and quality comparable with the original design specifications and wear tolerances of **Your Vehicle**.

WEST VIRGINIA: CANCELLATION section is modified as follows: The cancellation fee does not apply in West Virginia.

If a covered Claim is not paid within fifteen (15) working days from the agreed upon settlement, **You** may file a claim directly with the insurance company listed in the **OBLIGATIONS** section of this **Contract**.

The **DISPUTE RESOLUTION/ARBITRATION CONTRACT AND CLASS ACTION WAIVER** section is amended as follows: If both parties agree to arbitrate, each party will select an arbitrator. The two arbitrators will select a third arbitrator. If they cannot agree upon the selection of a third arbitrator within thirty (30) days, both parties must request that selection of a third arbitrator be made by a judge of a court having jurisdiction. Local rules of law as to procedure and evidence will apply. Payment of the arbitrator's fee shall be made by **Us** if coverage is found to exist. If coverage is not found, each party will: (a) pay its chosen arbitrator; and (b) bear the other expenses of the arbitrator equally.

WISCONSIN: CANCELLATION section is modified as follows: The **Contract Holder** may cancel this **Contract** for any reason within thirty (30) days of the **Contract Purchase Date**, or thirty (30) days from mailing if the **Contract** is provided to **You** by mail, and receive a full refund of the total **Contract Purchase Price**, less any claims paid or made. The **Contract Holder** may cancel this **Contract** for any reason after thirty (30) days and receive a pro-rata refund of the total **Contract Purchase Price** less the cancellation fee. The cancellation fee may not exceed the lesser of fifty dollars (\$50) or 10% of the amount paid by the **Contract Holder**. A ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within forty-five (45) days after return of the **Contract** to the **Obligor** or **Administrator**.

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

WYOMING: The **DISPUTE RESOLUTION/ARBITRATION CONTRACT AND CLASS ACTION WAIVER** is deleted in its entirety.

CANCELLATION section is modified as follows: If a full refund is due to **You** under this **Contract**, a ten percent (10%) penalty per month will be added to the refund if it is not made within forty-five (45) days of return of this **Contract** to **Us**.

The **Obligor** of the **Contract** shall mail a written notice to the **Contract Holder** at the last known address of the **Contract Holder** in the records of the provider at least ten (10) days prior to cancellation by the **Obligor**. Prior notice is not required if the reason for cancellation is non-payment of the **Contract Purchase Price**, a material misrepresentation by the **Contract Holder** to the **Obligor** or a substantial breach of duties by the **Contract Holder** relating to the **Vehicle** or its use. The notice shall state the effective date of the cancellation and the reason for cancellation.