

# Choice Key

AGREEMENT NUMBER

DECLARATION PAGE

<b>Vehicle Information:</b>					
Year	Make	Model	VIN # (Vehicle Identification Number 17 Digits)		
Vehicle Purchase Date	Vehicle Purchase Price		<input type="checkbox"/> New	<input type="checkbox"/> Pre-Owned	Mileage at Time of Sale
<b>Purchaser Information:</b>					
Last Name		First Name	Middle Initial	E- Mail Address	
Address		City	State	Zip	Telephone
<b>Dealer/Seller Information:</b>					
Dealer/Seller Name				Telephone	
Address		City	State	Zip Code	
<b>Lienholder Information:</b>					
Lienholder Name				Telephone	
Address		City	State	Zip Code	
<b>Agreement Information:</b>					
<b>Coverage Level:</b> <i>You may select only one coverage. See section II Coverage for details. If no plan box is selected, Plan 1 coverage will apply.</i> <input type="checkbox"/> <b>Plan 1</b> <input type="checkbox"/> <b>Plan 2</b>			<b>Number of Keys/Remotes at Time of Vehicle Delivery</b> New vehicles require two (2) set of Keys/Remotes at time of delivery. Used vehicles require one (1) set of Keys/Remotes at time of delivery.		
Agreement Purchase Price: \$			Agreement Purchase Date:		Class:
			Term (Indicated in Months):		

## Acceptance of Terms, Conditions and Coverage

The **Agreement** that **You** are purchasing is between **You** and **Obligor**. **You** will be notified by the **Administrator** if the **Agreement** is ineligible for coverage. **You** (the undersigned) have reviewed the terms of this **Agreement** and understand the coverage, exclusions and maintenance requirements shown on the coverage pages. This **Agreement** is based on information **You** provided on this Declaration page. **Additionally, I certify that I have received a minimum of one (1) set of keys for a used vehicle and two (2) sets of keys for a new vehicle at the time of purchase.**

Customer Signature

Date

Dealer / Seller Representative – Signature

☐

By initialing this box, **You** acknowledge **You** have reviewed with the **Dealer/Seller** the section of this **Agreement** titled: **DEFINITIONS , COVERAGE, TERMS AND CONDITIONS, EXCLUSIONS, CANCELLATION AND TRANSFER OF THIS AGREEMENT**. The implied warranty of merchantability on the **Vehicle** is not waived if this **Agreement** has been purchased within ninety (90) days of the sale of the **Vehicle** from the **Dealer/Seller**.

AUTHORIZATION IS REQUIRED FROM THE ADMINISTRATOR PRIOR TO ANY AND ALL REPAIRS OR REPLACEMENT OF COVERED COMPONENTS. **To File A CLAIM CALL: TOLL FREE 888-855-2832**

This is not a vehicle liability insurance contract. This is not an automobile physical damage insurance contract.

## I. DEFINITIONS

- **Administrator** – the **Administrator** to this **Agreement** is Choice Auto Protection, LLC with an address at: 220 Commerce Court, Unit B, Elkhorn Wisconsin, 53121 and can be reached at: 888-855-2832.
- **Agreement**: This **Agreement** is a contract between **You** and **Us** and includes these terms and conditions and the Declaration Page.
- **Agreement Term** – means the number of Months (selected in the Declaration Page) the **Agreement** is in force provided the appropriate fee is paid and received by **Us**.
- **Breakdown**: refers to when Your key/remote is lost, stolen, or becomes inoperable.
- **Commercial Use**: Includes use of **Your** vehicle for a business in any manner including, without limitation, taxi, police car or other emergency vehicle, hauling, construction (other than driving to and from work), pick-up and delivery service, daily rentals, carry passengers for hire, snowplowing and company pool use or business travel when the vehicle is used by more than one driver.
- **Cost**: The retail market value for parts and labor necessary to repair covered parts. Replacement of any covered part may be made with new, remanufactured, rebuilt or like, kind and quality at the time of Repairs at the discretion of the Administrator. Parts and labor will be reimbursed up to manufacturer's suggested retail price. Labor time will be reimbursed using nationally recognized labor time standards.
- **Dealer/Seller**: The retail seller of this **Agreement** to **You** for the **Covered Vehicle** described on the Declaration Page under Dealer/Seller Information.
- **Obligor, We, Us, and Our** - the **Obligor** to this **Agreement** is Lexington National Warranty Services, LLC located at 11426 York Road, 2nd floor, Cockeysville, Maryland 21030, 888-888-2245 or as otherwise shown in the State Specific Provisions.
- **Pre-Existing Conditions**: A condition that occurred before **Your** purchase of this **Agreement** that would have been obvious and apparent if the **Vehicle** had been inspected at the time of purchase.
- **Repair Facility**: Means a facility that provides the **Repairs or Services** to repair **Your Covered Vehicle**.
- **Repairs or Services**: Refers to those types of services as described in this **Agreement** under Section II. – Coverage.
- **Vehicle** or **Covered Vehicle**: The Vehicle described on the Declaration Page under Vehicle Information.
- **Waiting Period**: Means the period forty-five (45) days AND one thousand two hundred and fifty (1,250) miles from the date/mileage on the date of Agreement purchase prior to coverage beginning under this Agreement.
- **Warranty**: Any **warranty issued by** the manufacturer or any other **warranty**.
- **You** or **Your**: The purchaser of this **Agreement** identified on the Declaration Page under Purchaser Information.

## II. COVERAGE

**Coverage** - During the **Agreement Term** **We** will cover the necessary **Cost** to pay a Repair Facility, or at **Our** option, reimburse **You** the Cost to remedy any **Breakdown** of the parts listed below. **We DO NOT** cover any part, component or service not specifically covered by this **Agreement**. **At the Administrator's option, replacement parts used in covered repairs may include new, remanufactured, used or non-original equipment manufactured parts. All parts will conform to manufacturer's specifications.**

**Coverage begins upon expiration of a Waiting Period of forty-five (45) days AND one thousand two hundred and fifty (1,250) miles from the date/mileage on Agreement Purchase Date.**

**KEY/REMOTE REPLACEMENT** – If **You** selected **Plan 1** in the **Agreement Information** section of the Declaration Page and **Your** key/remote is lost, stolen or becomes inoperable, **We** will pay for replacement key/remote in the amount of, not to exceed, three hundred dollars (\$300) per one year period. If **You** selected **Plan 2** in the **Agreement Information** section of the Declaration Page and **Your** key/remote is lost, stolen or becomes inoperable, **We** will pay for replacement key/remote in the amount of, not to exceed, seven hundred dollars (\$700) per one year period. **IMPORTANT NOTE:** for the safety and security of the vehicle owner, all keys and/or remotes that are reported lost, stolen or destroyed must be reprogrammed by the dealer prior to replacement. **You** are not responsible for any out-of-pocket expense other than costs in excess of **Your** yearly plan limit of three hundred dollars (\$300) for Plan 1 and seven hundred dollars (\$700) for Plan 2. **We** are solely agreeing to pay the replacement cost for eligible keys/remotes under the terms, conditions and limitations set forth in this **Agreement**. **We** shall not provide any keys/remotes ourselves. Further, **We** do not in any way warrant or guarantee, whether express or implied, any replacement key/remote obtained by **You** and/or paid for under this **Agreement**.

**Only the components listed above are covered by this Vehicle Service Agreement**

### III. EXCLUSIONS –WHAT THIS AGREEMENT DOES NOT COVER

This Agreement excludes the following parts and services:

1. **General Exclusions:** This Agreement **DOES NOT COVER OR PAY FOR ANY** (1) consequential loss or damage whatsoever, including loss, damage or injury to person or property resulting from the failure of any parts of Your Vehicle, the Replacement of which are covered under the terms and conditions of this Agreement; (2) You rent Your Vehicle to someone else; (3) Your Vehicle is used for Commercial Use
2. (4) Your Vehicle is used for snow plowing, competition or speed events; (5) Your Vehicle is modified from the Manufacturer's original specifications regardless by whom or when the modifications were made; (6) For fraudulent representations to obtain this Agreement or when presenting a request for Repair under this Agreement; (7) Any damage that occurs outside the United States, Alaska, Hawaii or Canada; (8) Pre-Existing Condition(s); (9) Any repair, replacement or services performed without the Administrator's prior authorization unless outside of regular business hours; (10) And for costs covered by any Warranty, insurance policy or any other guarantee, regardless of whether they honor such a warranty or guarantee.
3. **Key/Remote Replacement:** Only lost or inoperable keys are covered for replacement under this agreement. Requests for additional keys and/or remotes not provided on the Agreement Purchase Date are not covered.

### INELIGIBLE VEHICLES

The following Vehicles are ineligible under this Agreement:

- 1) Any imported Vehicle that was not originally manufactured to meet U.S. Federal Motor Vehicle Standards.

**WE EXPRESSLY DISCLAIM ANY WARRANTY OF MERCHANTABILITY OR WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE UNDER THIS AGREEMENT.**

### IV. TERMS AND CONDITIONS

This Agreement is subject to the following terms and conditions. **No alterations, changes or waivers of provisions may be made to this Agreement.** The benefits available under this Agreement are strictly provided to **You** for repairs to the covered components.

1. This Agreement is between **You** and the **Obligor** and applies only to the Vehicle identified in the Declaration Page under the Vehicle Information section. In no event shall the **Administrator** be liable for any direct, indirect, punitive, special, incidental, consequential damages or any damages arising out of or connected with the repairs performed under this Agreement.
2. **Agreement Period** - The Agreement Term begins on the Agreement Purchase Date (effective date) and expires on the passing of the number of months selected, subject to any applicable **Waiting Period**.
3. **Arbitration** - You agree that all individual, class action or other claims arising from or relating to this Agreement, whether in contract, tort, pursuant to statute, regulation, in equity or otherwise, are subject, at Your, Our, or the Administrator's election, to neutral binding arbitration.
4. **If You have Other Coverage:** If You have any other coverage, We will pay only the amount in excess of that coverage, subject to the limits of this Agreement.
5. **Limit of Liability** - This Agreement is for the sole benefit of You (the purchaser named on the Declaration Page) and applies only to the Vehicle. In no event shall the Administrator be liable for any direct, indirect, punitive, special, incidental, consequential damages or any damages arising out of or connected with the repairs performed under this Agreement. In no event, will Our liability for a replacement exceed the limits indicated in Section II.
6. **Odometer** – Your odometer must function and display at all times. A non-working odometer, odometer display or cluster containing the odometer, or odometer that has been stopped, altered or misrepresents the actual mileage voids the Agreement without cancellation. No refund will be paid.
7. **You** are responsible for properly maintaining the Vehicle in accordance with the manufacturer's specifications and to protect against further damage from continued operation.
8. **Coverage** is limited to the repair or replacement of stated components.
9. **Breakdown** of a covered component must occur while the Agreement is in force.
10. **Administrator** will make arrangements for payment in the amount of the authorized amount less related charges not covered by the Agreement.
11. **You** must provide your Agreement number when contacting the Administrator.
12. **Administrator** does not allow any third party to create any obligation or liability in connection with this Agreement.

13. The **Dealer/Seller** is not an agent of the **Administrator**.
14. **Notice to Consumers:** Purchase of this **Agreement** is not required to purchase or finance a Vehicle. The terms of this **Agreement** control the **Agreement** between **You** and **Us**. No change or modification to the written terms is valid. This **Agreement** is based on information **You** provided on the Declaration Page. Misrepresentation will result in rejection or cancellation of this **Agreement**. If a provision of this **Agreement** is or becomes illegal, invalid or unenforceable in any jurisdiction, that shall not affect the validity or enforceability in that jurisdiction of any other provision of this **Agreement**.
15. **Subrogation:** If **You** receive benefits under this **Agreement** and **You** have a right to recover from another party including, without limitation, any manufacturer, insurance company or service agreement provider who may be responsible to **You** for **Costs, Repairs or Services** under this **Agreement**, **Your** rights to recover automatically become **Our** rights to recover. If **We** ask, **You** agree to cooperate with **Us** in any matter concerning this **Agreement** or, to enforce **Our** rights.
16. **You** are covered during the **Agreement Term**. This **Agreement** applies only to repairs occurring within the continental United States of America, Alaska, Hawaii or Canada.

#### V. CLAIM PROCEDURES

**Filing a Claim – You are responsible for all expenses and repair costs if it is determined that the Breakdown reported is not covered under this Agreement. If Your Vehicle incurs Breakdown, it is Your responsibility to ensure that You and the Approved Repair Facility follow the procedures listed below. If Your Vehicle incurs a Breakdown, You must take the following steps to file a claim:**

1. **Contact the Administrator's claim center before any repair or replacement have begun by calling 888-855-2832. The claim center will initiate a claim and issue you a claim number**
2. **Take Your Vehicle to any licensed Repair Facility. If You are within twenty-five (25) miles of the Dealer Seller, We recommend that You return to the Dealer/Seller for repairs. If You need assistance in locating a Repair Facility, contact the Administrator at 888-855-2832.**
3. **Provide Repair Facility with a copy of Your Agreement and/or Your Agreement Number and/or Your claim number.**
4. **EMERGENCY REPAIRS:** If a **Covered Key/Remote** must be replaced when the **Administrator's** claims office is closed and prior authorization for the replacement cannot be obtained; **You** should proceed with the claim procedure listed above and contact the **Administrator** for reimbursement consideration instructions on the next business day.
5. **Allow the Administrator to inspect Your Vehicle prior to any repair or replacement being made.**
6. **After investigating Your Vehicle's failure, in case of a discrepancy in findings, the Administrator reserves the right to have repairs performed at a location other than the one You have selected.**
7. **Payment of Claims - To obtain payment for a covered repair You, or the Repair Facility must submit a legible copy or original repair order to the Administrator. Repair orders must be legible and understandable, and contain the following information: Repair Facility name, address and phone number, Your name, address and phone number, repair diagnosis, parts and labor costs, claim number, vehicle identification number, vehicle mileage, year, make and model. Claim number issued by the Administrator must appear on all receipts submitted for reimbursement. No invoices will be processed without a valid claim number. The claim number is valid for 180 days from the date it is issued. Once authorization is obtained, and the repair is completed, all repair orders and documentation must be submitted to the Administrator within 180 days to be eligible for payment.**

#### VI. CANCELLATION OF THIS AGREEMENT

In the event the **Covered Vehicle** is repossessed, declared a total loss, or **You** give notice of cancellation, the **Agreement** shall terminate.

**Cancellation by You:** **You** will be entitled to a full refund of the **Agreement** Purchase Price, if: (1) **You** provide a written notice of cancellation to the **Dealer/Seller** or **Administrator** within the first thirty (30) days after the **Agreement** Purchase Date; and (2) **We** have not paid out a claim under this **Agreement**. If **You** provide a written notice of cancellation to the **Dealer/Seller** or **Administrator** after the first thirty (30) days from the **Agreement** Purchase Date, or if **We** or the Lienholder cancel this **Agreement** at any time, **You** will be entitled to a pro-rated refund of the **Agreement** Price based on the greater of the number of days the **Agreement** was in force or the miles driven compared to the total time in the **Agreement**, less a cancellation fee equal to the lesser of fifty dollars (\$50) or ten percent (10%) of the amount of the pro-rated refund, and the amount of claims paid under this **Agreement**. The written notice of cancellation under this provision must include a signed and notarized odometer statement. In the event of a cancellation, the Lienholder, if any, will be named on the refund check, and in the event of a cancellation upon repossession, the sole payee. Important: Any claim incurred or paid will be deducted from the amount of the cancellation refund.

**Cancellation by Us:** **We** may only cancel this **Agreement** for non-payment, material misrepresentation, or fraud by **You**. If **We** cancel this **Agreement**, notice outlining the specific nature of reason for cancellation will

be mailed to **You**, at **Your** last known address, and the validity of the **Agreement** will cease no more than five (5) days from the postmark date of such notice. You will not receive a refund. **We** are liable for any claim reported if the claim is reported and approved prior to the effective date of cancellation and is covered by the **Agreement**. In the event of a cancellation, the Lienholder, if any, will be named on the refund check and, in the event of a cancellation upon repossession, the sole payee.

**NOTE:** Transferred **Agreements** are not eligible for cancellation refunds. This **Agreement** is non-renewable.

#### **VII. TRANSFER OF THIS AGREEMENT**

In the event that **You** sell the **Vehicle**, this **Agreement** shall terminate. **You** may apply for a transfer to the new owner. Within thirty (30) days from the date of sale to a private party (non-commercial party) submit the following: (1) A check for a one-hundred-dollar (\$100) transfer fee payable to Choice Auto Protection LLC.; (2) A copy of the Declarations Page of this **Agreement**; (3) A signed affidavit stating the date of sale, the mileage at sale and the new owner's name, address and telephone number. The **Agreement** may not be assigned separately from the **Vehicle**, nor can it be assigned to a New or Used Car Dealership or anyone other than an individual person that purchased **Your Vehicle**. This **Agreement** may only be transferred once. **IMPORTANT: This Agreement is not transferable to a dealer or entity in the business of selling, trading or leasing vehicles in any event.**

#### **VIII. ARBITRATION**

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

Arbitration is a method of resolving any Claim without filing a lawsuit. In this Arbitration Agreement and Class Action Waiver (collectively including all of this section of this Agreement), You, We/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 contract, tort, statute, regulation, rule, ordinance or other rule of law or equity, and Claims against any of Our/Administrator 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.

**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 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 statute s of that state. The Parties, including You, agree that if for any reason a Claim proceeds to Court, rather than arbitration, (1) the Claim will proceed solely on an individual, non-class, non-representative basis, and (2) no Party may be a class representative or class member or otherwise participate in any Class Action.

The arbitration shall be administered by the American Arbitration Association ("AAA"). The arbitration shall be conducted pursuant to the AAA Consumer Arbitration Rules (the "Code"). Information on AAA and a copy of the Code may be found at the following URL: American Arbitration Association, [www.adr.org](http://www.adr.org). The arbitration will be governed by federal substantive law and the substantive and procedural provisions of the Federal Arbitration Act ("Act"), 9 U.S.C. §§ 1-16. If federal substantive law holds that state law should apply to any issue relating to the arbitration, then the law of the state where You purchased the Agreement shall apply, without regards to conflicts of law. The arbitration will occur before a single, neutral arbitrator selected in accordance with the Code in effect at the time the arbitration is commenced. If Your total damage claims (not including attorney's fees) do not exceed

\$25,000, then all Claims shall be resolved by the Code's Procedures for the Resolution of Disputes through Document Submission, except that a Party may ask for a hearing or the arbitrator may decide that a hearing is necessary. If a hearing is held, You have a right to attend the arbitration hearing in person, and You may choose to have any arbitration hearing held in the county in which You live, the closest AAA location to Your residence, or via telephone. In the event that the specified arbitration forum is unavailable, the Parties may agree on a substitute arbitration forum. If the Parties cannot agree, a court of competent jurisdiction may appoint a substitute arbitration forum. For information about how to initiate arbitration with the AAA, the Parties may refer to the AAA Code and forms at [www.adr.org](http://www.adr.org). If You initiate arbitration with AAA, You must pay the AAA filing fee in an amount no greater than the fee You would have to pay if You filed a complaint in federal court. We will pay any remaining Costs of arbitration required by the

Code ("Arbitration Costs"); however, if the arbitrator determines that any of Your claims are frivolous, You shall bear all of the Arbitration Costs. If We initiate arbitration against You, We will pay the AAA filing fee and the Arbitration Costs. Each party will pay his/her/its own attorney's fees, as well as costs relating to proof and witnesses, regardless of who prevails, unless applicable law and/or the Code gives a party the right to recover any of those fees from the other party. An arbitration award may not be set aside except upon the limited circumstances set forth in the Federal Arbitration Act. An award in arbitration will be enforceable under the Federal Arbitration Act by any court having jurisdiction. The time for commencing an arbitration asserting any Claim shall be determined by reference to the applicable statute(s) of limitations, including the applicable rules governing the commencement of the limitations period, and a Claim in arbitration is barred to the same extent it would be barred if it were asserted in court of law or equity rather than in arbitration.

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

**OPT-OUT PROVISION. YOU SHALL HAVE THE RIGHT TO OPT OUT OF THIS ARBITRATION AGREEMENT AND CLASS ACTION WAIVER BY PROVIDING WRITTEN NOTICE OF YOUR INTENTION TO DO SO TO US WITHIN THIRTY (30) DAYS OF THE PURCHASE OF THIS AGREEMENT**

**(THE DATE OF PURCHASE BEING INDICATED ON YOUR AGREEMENT.** To opt out, You must send written notice to either: (1) 10151 Deerwood Park Blvd., Suite 200, Jacksonville, FL 32256, Attn: Legal or (2) [support@choiceautoprotection.com](mailto:support@choiceautoprotection.com), with the subject line, "Arbitration/Class Action Waiver Opt Out." You must include in Your opt out notice: (a) Your name and address; (b) the date You purchased Your Agreement; and (c) the Selling Dealer. If You properly and timely opt out, then all Claims will be resolved in court rather than

arbitration.

#### IX. INSURANCE STATEMENT

Our obligations under this **Agreement** are insured under an insurance policy issued by Lexington National Insurance Corporation at the following address: 11426 York Road, 2nd floor, Cockeysville, Maryland 21030, or call the toll-free number at 888-888-2245.

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 Lexington National Insurance Corporation at the following address: 11426 York Road, 2nd floor, Cockeysville, Maryland 21030, or call the toll-free number at 888- 888-2245.

This **Agreement** specifically excludes Us and Administrator from liability for incidental or consequential damages occasioned by use of the products. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exception may not apply to you. No express rights are given under the warranty except for those specifically described herein. This **Agreement** gives you specific legal rights and you may also have other rights, which vary from state to state.

#### X. ADDITIONAL DISCLOSURES:

**PRIVACY POLICY:** It is Our policy to respect the privacy of Our customers. For information on Our privacy practices, please review Our privacy policy at [www.choiceautoprotection.com](http://www.choiceautoprotection.com).

**LIMITED APPLICABILITY OF THE FEDERAL MAGNUSON MOSS WARRANTY ACT:** You agree and acknowledge that You have paid an additional fee for this Agreement that is separate and apart from the purchase price You paid for the Covered Vehicle. Because of that separately stated consideration, You agree and acknowledge that this Agreement is not part of the basis of the bargain for Your purchase of the Vehicle. You further agree and acknowledge that We, the **Obligor** under this Agreement, are not the supplier of the Vehicle. Consequently, this Agreement is not a "written warranty" under the federal Magnuson Moss Warranty Act. As a result, this Agreement is not subject to the provisions of the Magnuson Moss Warranty Act that apply only to a "written warranty".

#### XI. STATE SPECIFIC DISCLOSURES

**ALASKA:** Within the CANCELLATION section of this Agreement, the following is amended "If this **Agreement** is cancelled by **You** after the initial full refund period, or a claim has been filed, **You** will receive a pro rata refund less a cancellation fee of seven and a half percent (7.5%) of the Agreement price and less any claims paid." Within the CANCELLATION section of this Agreement, the following is added: "If this **Agreement** is cancelled by **Us** at any time, any claims paid under this **Agreement** will be deducted from any refund due to **You**.", "If this **Agreement** is cancelled, and **Your** refund is not paid or credited within forty-five (45) days after the cancellation of this **Agreement** by **Us**, or within forty-five (45) days after **You** return of the Agreement to **Us**, a ten percent (10%) penalty of the unearned **Agreement Purchase Price** will be added to the refund for each month the refund remains unpaid."

**ALABAMA:** Within the CANCELLATION section of this Agreement, the following is amended: "No cancellation fee shall be deducted from Your refund if You cancel this Agreement within the first thirty (30) days and no claim has been filed. If You cancel this Agreement after thirty (30) days or a claim has been filed, than You will receive a pro rata refund less a cancellation fee of twenty-five dollars (\$25).

**ARKANSAS:** The ARBITRATION section is deleted in its entirety. PUNITIVE OR CONSEQUENTIAL DAMAGES means those damages imposed to punish a wrongdoer and to deter others from similar conduct.

**ARIZONA:** Within the Declaration Page and Definition Section of this Agreement, the following is added: the time and mileage of a waiting period (if applicable) in coverage will be added to the end of the coverage term of the Agreement, and any terms that govern renewal of the Agreement. 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. CANCELLATION section is amended as follows: A fifty-dollar (\$50) cancellation fee is applicable. You may cancel this Agreement by submitting a written request to the Dealer/Seller containing a copy of Your Agreement and the current mileage on Your Vehicle. During the first thirty (30) days from the Agreement Purchase Date, We or the Dealer/Seller will refund You one hundred percent (100%) of the Agreement Purchase Price with no deductions for any claims or pending claims. After the first thirty (30) days from the Agreement Purchase Date, We or the Dealer/Seller will refund You a pro-rated amount of the Agreement Purchase Price, based on the lesser of the months or miles remaining, less a cancellation fee of the lesser of fifty dollars (\$50) or ten percent (10%) of the purchase price. We may not



cancel or void this Agreement or any provisions of this Agreement due to (1) Our acts or omissions in failing to provide correct information or to perform services or repairs in a timely, competent, and workmanlike manner, (2) prior use or unlawful acts relating to the covered parts, (3) Our misrepresentation, and (4) ineligibility of parts for coverage under the program. Pre-Existing Condition(s) are not excluded if such conditions were known or should have been known by Us or the Dealer/Seller selling the **Agreement** on Our behalf. Under the **Exclusions** Section, the following is added: **All exclusions only apply to occurrences after the Agreement Sale Date. Pre-Existing Condition(s) are not excluded, if such conditions were known or should have been known by Us or the Selling Dealer of the Agreement on Our behalf.** The ARBITRATION section is amended to include 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) 364-2499; [www.difi.az.gov](http://www.difi.az.gov).

**COLORADO:** Our obligations to **You** are guaranteed and insured under policy number ANC-Reimb-2020-006.

**CONNECTICUT:** The Obligor in Connecticut is Choice Auto Protection, LLC, located at Inc., 220 E. Commerce Court Unit B, Elkhorn WI 53121, 651-855-8535. If applicable, Arbitration and Resolution of Disputes for Connecticut Residents: If there is a dispute regarding the terms of this **Agreement** or the coverage of any claim filed with **Us**, **We** will make a reasonable effort to resolve the dispute with **You**. If **We** are unable to resolve the dispute, **You** may file a formal written complaint with the Consumer Affairs Division of the Connecticut Insurance Department. The complaint must contain a short and plain description of the dispute, including the efforts made to resolve the dispute and the results of those efforts, the purchase price or lease price of **Your** covered **Vehicle**, the cost of any disputed repairs, and a copy of this **Agreement** document. The complaint should be mailed to: State of Connecticut, Insurance Department, P.O. Box 816, Hartford, CT 06142-0816, Attention: Consumer Affairs. **Your** complaint will be reviewed by an examiner, who will attempt to mediate the dispute. If the mediation efforts are unsuccessful, **Your** complaint will be referred to the Arbitration Unit of the Connecticut Insurance Department for further resolution through arbitration. Unless either party objects to binding arbitration of the dispute by filing a written objection with the examiner within ten (10) days after notice that the matter has been referred to arbitration, the decision of the arbitrator will be binding on both parties. A more detailed description of the arbitration procedure is set forth in Sections 42-260-1 through 42-260-5 of the Connecticut Administrative Code. **You** have a right to cancel this **Agreement** if **You** return the **Vehicle** or if the **Vehicle** is sold, lost, stolen or destroyed. This **Agreement** does not include in-home service. The costs of transporting the **Vehicle** will not be paid for by the **Administrator**. If this **Agreement** is for less than one year of coverage, this **Agreement** will be extended by the total number of days the **Vehicle** undergoes **Covered Repairs** at a **Licensed Repair Facility**. If this **Agreement** expires while the **Vehicle** is undergoing a **Covered Repair**, this **Agreement** will be extended until **Covered Repairs** are complete.

**DELAWARE:** The Obligor in Delaware is Choice Auto Protection, LLC, located at Inc., 220 E. Commerce Court Unit B, Elkhorn WI 53121, 651-855-8535.

**FLORIDA:** You may NOT make any claim against the Florida Insurance Guarantee Association for **Vehicle** protection expenses. The rate charged for this **Agreement** is not subject to regulation by the Florida Office of Insurance Regulation. Within the **ARBITRATION** section amended to the following: Arbitration proceedings shall be conducted in the county in which the consumer resides.

Within the TRANSFER OF THIS AGREEMENT section of this **Agreement**, the following sentence(s) is amended: "If **You** sell **Your Vehicle** or if there is any change in the ownership of **Your Vehicle**, **You** may request to transfer the remaining coverage of this **Agreement** to the new owner. This request must be submitted within fifteen (15) days of the change in **Vehicle** ownership. **You** must notify the **Administrator** of the transfer of ownership in writing and must include the following: a transfer fee of \$40, the name and address of the new owner, and the mileage of the **Vehicle** at the time of transfer." Within the **CANCELLATION** section of this **Agreement**, the following sentence(s) is amended: "The **Administrator** may only cancel this **Agreement** sixty (60) days past the **Agreement** sale date for material misrepresentation or fraud at the time of sale of this **Agreement**, failure to maintain **Your Vehicle** as prescribed by the manufacturer, **Your** failure to provide the repair or replacement of an odometer that has been tampered with or disabled, or for non-payment of the **Agreement Purchase Price**."; "You, or a person authorized by You, may cancel this **Agreement** at any time by notifying the **Administrator** in writing. This notification must include this **Agreement**. A notarized statement indicating the actual mileage (odometer reading) of **Your Vehicle** on the date of the cancellation request may also be required."; "If this **Agreement** is cancelled by the **Administrator**, **Your** refund will not be less than one hundred percent (100%) of the paid unearned pro rate premium, less any claims paid under this **Agreement**. If this **Agreement** is cancelled by **You** within the first sixty (60) days from the **Agreement** sale date, **You** will



receive one hundred percent (100%) of the gross premium paid, less any claims paid under this **Agreement** and an administrative fee of five percent (5%) of the gross premium paid. If this **Agreement** is cancelled by **You** after sixty (60) days past the **Agreement** sale date, **You** will receive ninety percent (90%) of the unearned pro rata premium, less any claims paid under this **Agreement**. In all instances, if there is no Lienholder, the refundable amount will be paid to **You**. If there is a Lienholder, the refundable amount will be paid to the Lienholder."

**GEORGIA:** The Obligor in Georgia is Choice Auto Protection, LLC, located at Inc., 220 E. Commerce Court Unit B, Elkhorn WI 53121, 651-855-8535. Within the Declaration Page and Definition Section of this Agreement, the following is added: the time and mileage of a waiting period (if applicable) in coverage will be added to the end of the coverage term of the Agreement, and any terms that govern renewal of the Agreement. The Obligor in Georgia is Choice Auto Protection, LLC, located at Inc., 220 E. Commerce Court Unit B, Elkhorn WI 53121, 651-855-8535. ARBITRATION does not apply in Georgia. CANCELLATION section is deleted in its entirety and replaced with the following: We may not cancel this Agreement except for material misrepresentation or fraud at time of sale or non-payment of Agreement Price. If We cancel this Agreement, We or the Dealer/Seller will refund You one hundred percent (100%) of the Agreement Purchase Price. We will mail out a thirty (30) day written notice of cancellation prior to the cancellation of this Agreement for fraud, material misrepresentation and non-payment of the Agreement Purchase Price. At least thirty (30) days written notice of cancellation will be mailed to You for all other reasons. Cancellation fee is not applicable. You may cancel this Agreement at any time. If You cancel this Agreement within the first thirty (30) days, We will refund the entire Agreement Purchase Price. If this Agreement is cancelled after the first thirty (30) days, We will refund the amount of the Agreement Purchase Price according to the pro-rata method reflecting the greater of the days in force or the miles driven. An administrative fee of ten percent (10%) of the pro-rata refund amount will be applied if the Agreement is cancelled by You. If You cancel this Agreement within the first thirty (30) days, a ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within forty-five (45) days after receipt of the cancellation request. If Your Agreement is financed, the lender has the right to receive any portion of the cancellation refund amounts. If Your Vehicle is repossessed, stolen or declared a total loss, You authorize the lender to cancel this Agreement. The lienholder, if any, will be named on a cancellation refund check as their interest may appear. In the event that You are subject to a Wait Period, the length and/or miles requirement of the Wait Period will be added to the end of Your term. GENERAL EXCLUSIONS section (8) is amended to state: pre-existing conditions, damage, or wear which should be known to You.

**HAWAII:** Within the CANCELLATION section of this **Agreement**, the following sentence(s) is added: "A ten percent (10%) penalty per month shall be added to the refund if it is not paid or credited within forty-five (45) days after the return of this **Agreement** to Us."

**IDAHO:** The Obligor in Idaho is Choice Auto Protection, LLC, located at Inc., 220 E. Commerce Court Unit B, Elkhorn WI 53121, 651-855-8535. Coverage afforded under this **Agreement** is not guaranteed by the Idaho Insurance Guarantee Association.

**ILLINOIS:** The Obligor in Illinois is Choice Auto Protection, LLC, located at Inc., 220 E. Commerce Court Unit B, Elkhorn WI 53121, 651-855-8535. CANCELLATION section is amended as follows: If You elect cancellation, We may retain a cancellation fee not to exceed the lesser of ten percent (10%) of the Agreement Purchase Price or fifty dollars (\$50).

**INDIANA:** The Obligor in Indiana is Choice Auto Protection, LLC, located at Inc., 220 E. Commerce Court Unit B, Elkhorn WI 53121, 651-855-8535. This Agreement is not insurance and is not subject to Indiana insurance law.

**IOWA:** The Obligor in Iowa is Choice Auto Protection, LLC, located at Inc., 220 E. Commerce Court Unit B, Elkhorn WI 53121, 651-855-8535. Iowa residents only may contact the Iowa Insurance Commissioner at the following address: Iowa Department of Insurance and Financial Services, 1963 Bell Avenue, Suite 100, Des Moines, Iowa 50315, (515) 654-6600. CANCELLATION section is amended as follows: If You are the original Agreement Holder and You cancel this Agreement, a ten percent (10%) penalty per month shall be added to a refund that is not made within thirty (30) days of return of this Agreement to Us. If We cancel the Agreement, written notice of such cancellation will be mailed to You within fifteen (15) days of the date of cancellation. In addition to Your cancellation rights set forth in the Cancellation Section, You may cancel this Agreement within 20 days of the date this Agreement was mailed to You or within 10 days of delivery if this Agreement is delivered to You at the time of sale or within a longer time period permitted under this Agreement and, if You have not received any protection, You are entitled to a full refund of the amount paid by You under this Agreement.

**KANSAS:** The Obligor in Kansas Choice Auto Protection, LLC, located at Inc., 220 E. Commerce Court Unit B, Elkhorn WI 53121, 651-855-8535.

**KENTUCKY:** The Obligor in Kentucky is Choice Auto Protection, LLC, located at Inc., 220 E. Commerce Court Unit B, Elkhorn WI 53121, 651-855-8535. If We fail to pay or provide service on a claim within sixty (60) days after it has been filed with us, the written claim can be submitted to Lexington National Insurance Corporation at the following address: 11426 York Road, 2nd floor, Cockeysville, Maryland 21030, or call the toll-free number at 888-888-2245.

**LOUISIANA:** Within the CANCELLATION section of this **Agreement**, the following sentence(s) is amended: After thirty (30) days, We may cancel this **Agreement** for material misrepresentation or fraud at time of sale. If We cancel this **Agreement**, We or the Selling Dealer will refund **You** 100% of the **Agreement Purchase Price**. If **Your Agreement** is financed, the **Lienholder** has the right to receive any portion of the cancellation refund amounts. If **Your Vehicle** is repossessed, stolen or declared a total loss, **You** authorize the **Lienholder** to cancel this **Agreement**. The **Lienholder**, if any, will be named on a cancellation refund check as their interest may appear. Within the ARBITRATION section of this **Agreement**, the "Arbitration" section is amended to include the following: Arbitration is voluntary and non-binding. This **Agreement** is not regulated by the Department of Insurance. Any concerns or complaints regarding this **Agreement** may be directed to the attorney general.

17. **MAINE:** The ARBITRATION section is deleted in its entirety. Within the CANCELLATION section of this **Agreement**, the following sentence(s) is amended: If this **Agreement** is cancelled by **You** after the initial full refund period, a claim has been filed, or this **Agreement** is canceled by **Us** for any reason other than for nonpayment of the **Agreement** price, **You** will receive a one hundred percent (100%) pro rata refund of the unearned **Agreement** price, less an administrative fee of ten percent (10%) of the **Agreement** price and less any claims paid." If **We** cancel this **Agreement**, **We** shall mail a written notice to **You** at **Your** last known address at least 15 days prior to cancellation by **Us**.. The notice must state the effective date of the cancellation and the reason for the cancellation. If a service contract is cancelled by **Us** for a reason other than nonpayment of the provider fee, **We** shall refund **You** 100% of the unearned pro rata provider fee, less any claims paid. An administrative fee not to exceed 10% of the provider fee paid by **You** may be charged by **Us**. "A ten percent (10%) penalty of the outstanding amount of the **Agreement** price shall be added to the refund per month if it is not paid or credited within forty-five (45) days after the return of this **Agreement** to **Us**." Under TERMS AND CONDITIONS, paragraph 6 is deleted and replaced with the following: **Odometer – Your** odometer must function and display at all times.

**MARYLAND:** The Obligor in Maryland is Choice Auto Protection, LLC, located at Inc., 220 E. Commerce Court Unit B, Elkhorn WI 53121, 651-855-8535. The definition of Agreement Period in the Terms and Conditions section is amended to add the following sentences: This Agreement is extended automatically when We fail to perform the services under the Agreement. The Agreement does not terminate until the services are provided in accordance with the terms of the Agreement. CANCELLATION section is amended as follows: If **You** are the original Agreement Holder and **You** cancel this Agreement within thirty (30) days of the original Agreement Purchase Date, and if no claims have been paid, a full refund will be issued. The cancellation fee does not apply in Maryland. A ten percent (10%) penalty per month shall be added to a refund that is not made within forty-five (45) days of return of this Agreement to **Us**. The definition of "Mechanical Breakdown" is changed to mean: "the inability of a covered component or assembly to perform as designed under normal operating conditions, due solely to defects in materials or faulty workmanship or normal wear and tear. If We have breached any duties under this Agreement or applicable Maryland law, **You** may file an action in any court of competent jurisdiction. In the event We fail to make pay any claim or make any refund or consideration due within 60 days after proof is filed with **Us**, **You** may make a direct claim against Lexington National Insurance Corporation. We cannot deny coverage solely for an issue with the Vehicle identified in a Technical Service Bulletin.

**MASSACHUSETTS:** The entity obligated to perform under this **Agreement** is the **Selling Dealer**. The obligations of the **Selling Dealer** under this **Agreement** are insured under an insurance policy issued by Lexington National Insurance Corporation at the following address: 11426 York Road, 2nd floor, Cockeysville, Maryland 21030, or call the toll-free number at 888-888-2245. In the event the **Selling Dealer** fails to pay an authorized claim within sixty (60) days after proof of loss has been filed, **You** may file a direct claim with Lexington National Insurance Corporation at the following address: 11426 York Road, 2nd floor, Cockeysville, Maryland 21030, or call the toll-free number at 888-888-2245.

The following is added to **Your Agreement**:

NOTICE TO CONTRACT HOLDER: PURCHASE OF THIS AGREEMENT IS NOT REQUIRED IN ORDER TO REGISTER OR FINANCE A VEHICLE. THE BENEFITS PROVIDED IN THIS AGREEMENT MAY DUPLICATE EXPRESS MANUFACTURER'S OR SELLER'S WARRANTIES THAT COME AUTOMATICALLY WITH THE SALE OF EVERY VEHICLE. THE SELLER OF THIS COVERAGE IS REQUIRED TO INFORM YOU OF ANY WARRANTIES AVAILABLE TO YOU WITHOUT THIS AGREEMENT. Chapter 90, Section 7N.25 of Massachusetts General Laws require an automobile dealer to provide a warranty covering certain classes of used motor vehicles as follows: Used vehicles with less than 40,000 miles at the time of sale: Provides coverage for ninety (90) days or 3,750 miles, whichever occurs first. Used vehicles with 40,000 miles or more but less than 80,000 miles at the time of sale: Provides coverage for sixty (60) days or 2,500 miles, whichever occurs first. Used vehicles with 80,000 miles or more, but less than 125,000 miles at time of sale: Provides coverage for thirty (30) days or 1,250 miles, whichever occurs first. The vehicle **You** have purchased may be covered by this law. If so, the following is added to this **Agreement**: In addition to the dealer warranty required by this law, **You** have elected to purchase this **Agreement**, which may provide **You** with additional protection during the dealer warranty period and provides protection after the dealer warranty has expired. **You** have been charged separately only for this **Agreement**. The required dealer warranty is provided free of charge. Furthermore, the Definitions, Coverages, and Exclusions stated in this **Agreement** apply only to this **Agreement** and are not the terms of the required dealer warranty.

**MICHIGAN**: The Obligor in Michigan is Choice Auto Protection, LLC, located at Inc., 220 E. Commerce Court Unit B, Elkhorn WI 53121, 651-855-8535.

**MINNESOTA**: The Obligor in Minnesota is Choice Auto Protection, LLC, located at Inc., 220 E. Commerce Court Unit B, Elkhorn WI 53121, 651-855-8535. Section 325F.662 of the Minnesota Statutes requires the **Selling Dealer** to provide **You** with an express warranty of a specified duration in connection with the sale of any used car. The terms of the express warranty are contained in the used car buyer's guide or limited warranty document furnished to **You** by the **Selling Dealer**. Any loss covered under the **Selling Dealer's** express warranty furnished pursuant to Section 325.F.662 is excluded from coverage under this **Agreement** during the term of the express warranty unless the **Selling Dealer** becomes unable to meet its obligations, provided such loss is otherwise covered by this **Agreement**. If **You** purchased a used **Vehicle**, upon request and payment of \$10.00, the **Administrator** will provide a copy of the owner's manual to **You**. CANCELLATION section is amended as follows If the original **Agreement** Holder cancels this **Agreement** within sixty (60) days of the original **Agreement Purchase Date**, consumer will receive a refund within forty-five (45) days of return of this **Agreement**; otherwise a ten percent (10%) penalty per month shall be added to a refund.

**MISSOURI**: The Obligor in Missouri is Choice Auto Protection, LLC, located at Inc., 220 E. Commerce Court Unit B, Elkhorn WI 53121, 651-855-8535. " If emergency repairs are required, deliver **Your Vehicle** to a **Repair Facility** and have the necessary repairs performed at a reasonable and customary charge. As soon as reasonably possible, report the repairs to the **Administrator** at 888-682-5242. The **Administrator** will determine the reimbursement eligibility in accordance with the terms and conditions of this **Agreement**." Within the "CANCELLATION" section of this **Agreement**, the following sentence(s) is added: "Cancellation by the Administrator", "If **We** cancel this **Agreement**, prior written notice of cancellation will be sent to **Your** last known address at least forty-five (45) days prior to cancellation by **Us**." "A ten percent (10%) penalty of the outstanding amount of the **Agreement** price shall be added to the refund per month if it is not paid or credited within forty-five (45) days after the return of this **Agreement** to **Us**."

**MISSISSIPPI**: The Obligor in Mississippi is Choice Auto Protection, LLC, located at Inc., 220 E. Commerce Court Unit B, Elkhorn WI 53121, 651-855-8535. The Cancellation section is amended as follows: If You cancel this Agreement within twenty (20) days of the date this Agreement was mailed to you, or within ten (10) days of delivery at the time of sale and no claim has been made, this Agreement will be voided, and You will receive a refund of the full purchase price of the Agreement. The right to void this Agreement pursuant to this section is not transferable and applies only to the original Agreement holder and is only allowed when no claim has been made prior to the return of this Agreement. If You cancel after twenty (20) days from the date the Agreement was mailed to you or after ten (10) days of delivery upon sale, You will receive a refund of one hundred percent (100%) of the unearned pro rata purchase price of the Agreement, less any claims paid. We may only cancel this Agreement in instances of nonpayment, material representation by You, or a substantial breach of duties by You relating to the covered product or its use. If We cancel for reason other than nonpayment by You, We shall refund to You one hundred percent (100%) of the unearned pro rata purchase price of the Agreement purchase price, less any claims paid. In the event this Agreement is cancelled by either party, a reasonable administrative fee may be charged by Us not to exceed ten percent (10%) of the 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 after return of this Agreement to Us. The Arbitration

section of this Agreement does not apply in the State of Mississippi. This Agreement is not supported by a manufacturer or distributor.

**MONTANA:** The Obligor in Montana is Choice Auto Protection, LLC, located at Inc., 220 E. Commerce Court Unit B, Elkhorn WI 53121, 651-855-8535.

**NEBRASKA:** The Obligor in Nebraska is Choice Auto Protection, LLC, located at Inc., 220 E. Commerce Court Unit B, Elkhorn WI 53121, 651-855-8535. The ARBITRATION section of this Agreement, is deleted in its entirety.

**NEVADA: NOTICE:** If you, the Agreement holder, are not satisfied with the manner in which the provider is handling the claim on the Agreement, you may contact the Commissioner by use of the toll-free telephone number of the Division at 888-872-3234. **NOTICE: THIS AGREEMENT IS NONRENEWABLE. THE WAITING PERIOD, IF APPLICABLE, IS EQUAL TO THE NUMBER OF DAYS AND NUMBER OF MILES SHOWN ON THE SCHEDULE PAGE. IF NO DAYS AND MILES ARE STATED ON THE SCHEDULE PAGE, THE STANDARD WAITING PERIOD IS THIRTY (30) DAYS AND ONE THOUSAND (1,000) MILES OR NINETY (90) DAYS AND TWO HUNDRED (200) MILES FOR LOW MILEAGE DRIVERS FROM THE AGREEMENT PURCHASE DATE AND ODOMETER MILEAGE AT AGREEMENT PURCHASE DATE.**

Within the CANCELLATION section of this **Agreement**, the following sentence(s) is added: "Under no circumstances will the cost of claims paid or services provided be deducted from any refund."; "A ten percent (10%) penalty, based upon the **Agreement** purchase price, per month shall be added to the refund if it is not paid or credited within forty-five (45) days after the return of this **Agreement** to Us."; "In the event this **Agreement** is cancelled by **Us**, a cancellation fee will not be charged. No **Agreement** that has been in effect for at least seventy (70) days may be canceled by the **Provider** before the expiration of the agreed term or one (1) year after the effective date of the **Agreement**, whichever occurs first, except on any of the following grounds: (a) Failure by the **Agreement Holder** to pay an amount when due; (b) Conviction of the **Agreement Holder** of a crime which results in an increase in the service required under the **Agreement**; (c) Discovery of fraud or material misrepresentation by the **Agreement Holder** in obtaining this **Agreement**, or in presenting a claim for service thereunder; (d) Discovery of: (1) an act or omission by the **Agreement Holder**; or (2) a violation by the **Agreement Holder** of any condition of the **Agreement** after the effective date of the **Agreement** and which substantially and materially increases the service required under the **Agreement**; (e) A material change in the nature or extent of the required service or repair which occurs after the effective date of the **Agreement** and which causes the required service or repair to be substantially and materially increased beyond that contemplated at the time that the **Agreement** was issued or sold. Cancellation of this **Agreement** may not become effective until at least fifteen (15) days after a notice of cancellation is mailed to the **Agreement Holder**. If this **Agreement** was mailed to **You**, **You** may cancel this **Agreement** within the first thirty (30) days from the date of service and receive a full refund, provided no claims have been filed. If this **Agreement** is cancelled by **You** after the initial full refund period, or a claim has been filed, then **You** will receive a pro rata refund less a cancellation fee of twenty-five dollars (\$25.00)." At the sole discretion of the **Administrator**, a **Covered Part** may be replaced with new parts, remanufactured parts, or with used parts of like kind and quality. The ARBITRATION section of this **Agreement** is deleted in its entirety. Within the TRANSFER OF THIS AGREEMENT section of this **Agreement**, the following sentence(s) is added: "**You** must notify the **Administrator** of the transfer of ownership in writing and must include the following: a transfer fee of \$25, the name and address of the new owner, and the mileage of the **Vehicle** at the time of transfer. The transfer fee includes expenses that cover staff processing time, telephone usage, postage, mailing and supplies.

**NEW HAMPSHIRE:** In the event **You** do not receive satisfaction under this **Agreement**, **You** may contact the New Hampshire Insurance Department at the following address and toll free number: 21 Fruit Street, Suite 14, Concord, New Hampshire 03301; 1-800-852-3416. The following is added to the Cancellation Provision and supersedes any other provision to the contrary: The cancellation fee will be the lesser of ten percent (10%) of the Agreement purchase price or fifty dollars (\$50). Claims will not be deducted from the refund to consumer. The ARBITRATION section, is amended to include the following: Arbitration shall only be required upon mutual agreement by **US** and **YOU** at the time of a controversy or claim arising out of or relating to this **AGREEMENT** with arbitration to occur at **YOUR** county of residence or other mutually agreed upon location in New Hampshire. At any time within one year after the award is made any party to the arbitration may apply to the superior court for an order confirming the award, correcting or modifying the award for plain mistake, or vacating the award for fraud, corruption, or misconduct by the parties or by the arbitrators, or on the ground that the arbitrators have exceeded their powers. Where an award is vacated and the time within which the agreement required the award to be made has not expired, the court may in its discretion, direct a rehearing by the arbitrators or by new arbitrators appointed by the court.

**NEW JERSEY:** The Obligor in New Jersey is Choice Auto Protection, LLC, located at Inc., 220 E. Commerce Court Unit B, Elkhorn WI 53121, 651-855-8535. The product being offered is a Agreement and is separate and distinct from any product or service warranty which may be provided by the manufacturer, importer, or seller. In addition to Your cancellation rights set forth in the Cancellation Section, You may cancel this Agreement within 20 days of the date this Agreement was mailed to You or within 10 days of delivery if this Agreement is delivered to You at the time of sale or within a longer time period permitted under this Agreement and if You have not received any protection, You are entitled to a full refund of the amount paid by You under this Agreement. A 10% penalty per month on the Agreement Price amount for this Agreement must be added to a refund issued during the above specified period that is not paid or credited to You within 45 days after the cancellation of this Agreement.

**NEW MEXICO:** The Obligor in New Mexico is Choice Auto Protection, LLC, located at Inc., 220 E. Commerce Court Unit B, Elkhorn WI 53121, 651-855-8535. Within the CANCELLATION section of this **Agreement**, the following sentence(s) is amended: "Cancellation Provisions", "If this **Agreement** was mailed to **You**, **You** may cancel this **Agreement** within the first thirty (30) days from the date of service and receive a full refund, provided no claims have been filed. If this **Agreement** is cancelled by **You** after the initial full refund period, or a claim has been filed, **You** will receive a pro rata refund. The cancellation fee does not apply in New Mexico. "A ten percent (10%) penalty, based upon the **Agreement** purchase price, per month shall be added to the refund if it is not paid or credited within sixty (60) days after the return of this **Agreement** to **Us**." "No **Agreement** that has been in effect for at least seventy (70) days may be canceled by the **Administrator** before the expiration of the agreed term or one (1) year after the effective date of the **Agreement**, whichever occurs first, except on any of the following grounds: (a) Failure by the **Agreement Holder** to pay an amount when due; (b) Conviction of the **Agreement Holder** of a crime which results in an increase in the service required under the **Agreement**; (c) Discovery of fraud or material misrepresentation by the **Agreement Holder** in obtaining this **Agreement**, or in presenting a claim for service thereunder; (d) Discovery of: (1) an act or omission by the **Agreement Holder**; or (2) a violation by the **Agreement Holder** of any condition of the **Agreement** after the effective date of the **Agreement** and which substantially and materially increases the service required under the **Agreement**; (e) A material change in the nature or extent of the required service or repair which occurs after the effective date of the **Agreement** and which causes the required service or repair to be substantially and materially increased beyond that contemplated at the time that the **Agreement** was issued or sold. Cancellation of this **Agreement** may not become effective until at least fifteen (15) days after a notice of cancellation is mailed to the **Agreement Holder**. "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:** Within the CANCELLATION section of this **Agreement**, the following sentence(s) is amended: "If this **Agreement** was mailed to **You**, **You** may cancel this **Agreement** within the first thirty (30) days from the date of service and receive a full refund, provided no claims have been filed. If this **Agreement** is cancelled by **You** after the initial full refund period, or a claim has been filed, **You** will receive a pro rata refund less a cancellation fee of fifty dollars (\$50.00) and less any claims paid under this **Agreement**. A ten percent (10%) penalty per month shall be added to the refund if it is not paid or credited within thirty (30) days after the return of this **Agreement** to **Us**."

**NORTH CAROLINA:** The obligor in North Carolina is Choice Auto Protection, LLC, located at Inc., 220 E. Commerce Court Unit B, Elkhorn WI 53121, 651-855-8535. CANCELLATION section is amended as follows: A twenty-five-dollar (\$25) cancellation fee or ten percent (10%) of the pro-rata refund amount, whichever is less, is applicable. We may only cancel this Agreement for non-payment of premium or for a direct violation of the Agreement by You.

**NORTH DAKOTA:** The obligor in North Dakota is Choice Auto Protection, LLC, located at Inc., 220 E. Commerce Court Unit B, Elkhorn WI 53121, 651-855-8535

**OHIO:** The Obligor in Ohio is Choice Auto Protection, LLC, located at Inc., 220 E. Commerce Court Unit B, Elkhorn WI 53121, 651-855-8535. This Agreement is not insurance and is not subject to Ohio insurance law.

**OKLAHOMA: THIS STATE DISCLOSURE AMENDS ALL FORMS ISSUED TO THE CONSUMER. THIS AGREEMENT IS NOT ISSUED BY THE MANUFACTURER OR WHOLESALE COMPANY MARKETING THE PRODUCT. THIS AGREEMENT WILL NOT BE HONORED BY SUCH MANUFACTURER OR WHOLESALE COMPANY.** Oklahoma service warranty statutes do not apply to commercial use references in service warranty **Agreements**. Coverage afforded under this **Agreement** is not guaranteed by the Oklahoma

Insurance Guaranty Association Oklahoma Service Warranty License #510485852. All 24Hour Roadside Assistance services, if applicable, are provided throughout the United States and Canada by **Us**. Within the "TRANSFER OF THIS AGREEMENT" section of this **Agreement**, the following sentence(s) is amended: "If **You** sell **Your Vehicle** or if there is any change in the ownership of **Your Vehicle**, **You** may request to transfer the remaining coverage of this **Agreement** to the new owner. This request must be submitted within thirty (30) days of the change in **Vehicle** ownership. **You** must notify the Claims **Administrator** of the transfer of ownership in writing and must include the following: a transfer fee of \$50, the name and address of the new owner, and the mileage of the **Vehicle** at the time of transfer. Within the CANCELLATION section of this **Agreement**, the following sentence(s) is amended: "The Provider may cancel this **Agreement** with written notice to the **Agreement Holder's** last known address with at least thirty (30) days' notice of such cancellation for material misrepresentation or substantial breaches of Agreement duties, conditions, or warranties, or for non-payment of the Agreement price. 'If this **Agreement** is cancelled by **You** at any time, **Your** refund will be based upon ninety percent (90%) of the unearned pro rata **Agreement** price, less cancellation fee and less the actual **Cost** of any service provided under this **Agreement**. If this **Agreement** is cancelled by **Us**, **Your** refund will be based upon one hundred percent (100%) of the unearned pro rata **Agreement** price, less the actual **Cost** of any service provided under this **Agreement**. Pro rata refunds are determined by multiplying the amount **You** paid for this **Agreement** by the lesser of the following: (a) the number of covered days remaining on the **Agreement** divided by the original number of covered days, or (b) the miles of remaining coverage under the **Agreement** divided by the original number of covered miles. In all instances, if there is no Lienholder, the refundable amount will be paid to **You**. If there is a Lienholder, the refundable amount will be paid to the Lienholder." . The following sentence is deleted in its entirety: Transferred **Agreements** are not eligible for cancellation refunds. The ARBITRATION section is amended as follows: While arbitration is mandatory, the outcome of any arbitration shall be non-binding on the parties, and either party shall, following arbitration, have the right to reject the arbitration award and bring suit in district court.

**OREGON:** All coverage and benefits provided under this **Agreement** are guaranteed by the **Obligor**: Lexington National Warranty Services, LLC, located at 11426 York Road, 2nd floor, Cockeysville, Maryland 21030, 888-888-2245. If **Emergency Repairs** are required, deliver **Your Vehicle** to a **Repair Facility** and have the necessary repairs performed at a reasonable and customary charge. As soon as reasonably possible, report the repairs to the **Administrator**. The **Administrator** will determine the reimbursement eligibility in accordance with the terms and conditions of this **Agreement**." If a dispute arises between the **Repair Facility** and **Us**, **We** reserve the right to relocate **Your Vehicle** to an **Repair Facility** of **Our** choice." Within the ARBITRATION section of this **Agreement**, the following is included: There should be a mutual agreement at the time of dispute. Arbitration shall occur in Oregon (unless another location is mutually agreed upon), and arbitration shall be in accordance with Oregon laws. No deductible shall apply.

**PENNSYLVANIA:** The Obligor in Pennsylvania is Choice Auto Protection, LLC, located at Inc., 220 E. Commerce Court Unit B, Elkhorn WI 53121, 651-855-8535.

**RHODE ISLAND:** The Obligor in Rhode Island is Choice Auto Protection, LLC, located at Inc., 220 E. Commerce Court Unit B, Elkhorn WI 53121, 651-855-8535.

**SOUTH CAROLINA:** If **You** have any questions regarding this Agreement, or a complaint against **Us**, **You** may contact the South Carolina Department of Insurance at P.O. Box 100105, Columbia, SC 29202, (803) 737-6160, info@doi.sc.gov. CANCELLATION section is amended as follows: A ten percent (10%) penalty per month shall be added to a refund that is not made within forty-five (45) days of return of this Agreement to **Us**. The lienholder, if any, will be named on a cancellation refund check as their interest may appear.

**SOUTH DAKOTA:** The Obligor in South Dakota is Choice Auto Protection, LLC, located at Inc., 220 E. Commerce Court Unit B, Elkhorn WI 53121, 651-855-8535

**TENNESSEE:** The Obligor in Tennessee is Choice Auto Protection, LLC, located at Inc., 220 E. Commerce Court Unit B, Elkhorn WI 53121, 651-855-8535.

**TEXAS:** The Administrator and Obligor in Texas is Choice Auto Protection, LLC, located at Inc., 220 E. Commerce Court Unit B, Elkhorn WI 53121, 651-855-8535, license number 880. If **You** have any questions regarding the regulation of this Agreement or a complaint against **Us**, **You** may contact the Texas Department of Licensing and Regulation at 920 Colorado, Austin, Texas 78701 or P.O. Box 12157, Austin, Texas 78711, (800) 803-9202. CANCELLATION section is amended to add the following: A ten percent (10%) penalty per month shall be added to a refund that is not made within forty-five (45) days after return of the



Agreement to Us. If a covered claim is not paid within forty-five (45) days after You have filed proof of loss with Us, You may file a claim directly with Lexington National Insurance Corporation

**UTAH:** The Obligor in Utah is Choice Auto Protection, LLC, located at Inc., 220 E. Commerce Court Unit B, Elkhorn WI 53121, 651-855-8535. Coverage afforded under this Agreement is not guaranteed by the Utah Property and Casualty Guaranty Association. This Agreement is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department. CLAIMS PROCEDURES section is amended as follows: If You fail to give any notice or file any proof of loss required by this Agreement within the time specified in this Agreement, it does not invalidate a claim made by You if You show that it was not reasonably possible to give the notice or file the proof of loss within the prescribed time and that notice was given or proof of loss was filed as soon as reasonably possible. CANCELLATION section is amended as follows: We may cancel this Agreement for one of the following reasons:

(a) Nonpayment

(b) Material misrepresentation (c) Substantial change in risk

(d) Substantial breaches of contractual duties

If We cancel this Agreement, We will provide written notice of cancellation, including the actual reason for the cancellation, to the last known mailing address at least:

1. Ten (10) days before the effective date of cancellation if canceled for non-payment of the Agreement Purchase Price;
2. Forty-five (45) days before the effective date of cancellation if canceled for any other reason.

Payment Terms: This Agreement can be purchased by using Cash/Credit Card or Financed as part of Your Vehicle loan/lease.

FILING A CLAIM section has been revised to add the following: If an emergency occurs that requires a covered Mechanical Breakdown repair to be made at a time when Our office is closed and prior authorization for the repair cannot be obtained, You should follow all of the claim procedures outlined in this section with the exception of obtaining authorization for payment from Us. After following these instructions, contact Us for claims instructions on the next business day at 888-855-2832, or as soon as reasonably possible. INSURANCE STATEMENT section (13) is amended to state: In the event the Obligor fails to pay any claim within sixty (60) days after proof of loss has been filed. Purchase of this product is optional and is not required in order to finance, lease, or purchase a motor vehicle. Section VII Exclusion 8 is modified to read: "Any pre-existing damage or wear which causes a Breakdown to Your battery prior the purchase of this Agreement."

**VIRGINIA:** The Obligor in Virginia is Choice Auto Protection, LLC, located at Inc., 220 E. Commerce Court Unit B, Elkhorn WI 53121, 651-855-8535. 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](http://www.vdacs.virginia.gov/food-extended-service-contract-providers.shtml) to file a complaint.

**WASHINGTON D.C.:** Within the CANCELLATION section of this **Agreement**, the following sentence(s) is added: "An administrative fee of fifty dollars (\$50) or ten percent (10%) of the **Agreement Purchase Price**, whichever is less, and less any claims paid, will be charged for all pro rata cancellations made by You." "A ten percent (10%) penalty per month will be added to **Your** refund if it is not paid or credited within forty-five (45) days after the return of this **Contract** to **Us**."

**NOTE:** You will not receive a refund if this **Agreement** has expired."

**WEST VIRGINIA:** The Obligor in West Virginia is Choice Auto Protection, LLC, located at Inc., 220 E. Commerce Court Unit B, Elkhorn WI 53121, 651-855-8535.

**WISCONSIN: THIS AGREEMENT IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE.**

The Obligor in Wisconsin is Choice Auto Protection, LLC, located at Inc., 220 E. Commerce Court Unit B, Elkhorn WI 53121, 651-855-8535. CANCELLATION section is deleted in its entirety and replaced with the following: You may cancel this Agreement by submitting written request to the Selling Dealer containing a copy of Your Agreement and the current mileage on Your vehicle. During the first thirty (30) days from the Agreement Purchase Date, We or the Selling Dealer will refund You one hundred percent (100%) of the Agreement Purchase Price, less any claims paid on Your Agreement. After the first thirty (30) days from the Agreement Purchase Date, We or the Selling Dealer will refund You a pro-rated amount of the Agreement Purchase Price, based on the lesser of the months or miles remaining, less a cancellation fee not to exceed the lesser of ten percent (10%) of the Agreement Purchase Price or fifty dollars (\$50). If You are the original Agreement holder and You cancel this Agreement within thirty (30) days of the original Agreement Purchase Date, We, shall pay a ten percent (10%) per month penalty of the refund amount outstanding which We shall

add the amount of the refund that is not made within forty-five (45) days of return of this Agreement to Us. You may cancel this Agreement at any time in the event of total loss of property covered by this Agreement that is not covered by a replacement of the property pursuant to the terms of the Agreement. We or the Selling Dealer will refund You a pro- rated amount of the Agreement Purchase Price less any claims paid on Your Agreement. We may cancel this Agreement for material misrepresentation or fraud at time of sale, substantial breach of duties by the Agreement holder relating to Agreement coverage, or non-payment of Agreement Purchase Price. If We cancel this Agreement, We will provide written notice of cancellation, including the effective date of the cancellation and the actual reason for the cancellation, to the last known mailing address at least five (5) days prior to the effective date of the cancellation. If We cancel this Agreement, We or the Selling Dealer will refund You one hundred percent (100%) of the Agreement Purchase Price, less any claims paid on Your Agreement. ARBITRATION does not apply in Wisconsin.

**WYOMING:** Within the CANCELLATION section of this **Contract**, the following sentence(s) is added: “**You** hereby authorize the **Lienholder** to cancel this **Contract** on **Your** behalf in the event: (1) **Your Vehicle** is repossessed, or (2) **Your Vehicle** is declared a total loss. If this **Contract** is cancelled within the first twenty (20) days from the mailing date of this **Contract** and no claims have been filed, then **You** will receive a full refund. If this **Contract** is cancelled after twenty (20) days from the mailing date of this **Contract** or after a claim has been filed, then **You** will receive a pro rata refund, less any claims paid under this **Contract**. Pro rata refunds are determined by multiplying the amount **You** paid for this Agreement by the lesser of the following: (a) the number of covered days remaining on the **Agreement** divided by the original number of covered days, or (b) the miles of remaining coverage under the Agreement divided by the original number of covered miles. A cancellation fee of \$50 will be charged for all pro rata cancellations made by the **Contract** Holder. If a refund is due to **You** under this **Contract**, a 10% penalty of the Agreement price per month will be added to the refund if it is not made within forty-five (45) days of return of the **Contract** to the **Provider**. In all instances, if there is no **Lienholder**, the refundable amount will be paid to **You**. If there is a **Lienholder**. The ARBITRATION section of this Agreement is deleted in its entirety. Arbitration does not apply in Wyoming.