



AGREEMENT NUMBER

**PREMIUM PROTECTION
VEHICLE SERVICE AGREEMENT****Schedule Page****Vehicle Information**

Year	Make	Model	VIN #	Current Odometer	Vehicle Purchase Date	Vehicle Purchase Price
------	------	-------	-------	------------------	-----------------------	------------------------

Agreement Holder Information

First Name	Last Name	E- Mail Address	Telephone
Address	City	State	Zip

Dealer/Seller Information

Dealer/Seller Name		Telephone	
Address	City	State	Zip Code

Lienholder Information

Lienholder Name		Telephone	
Address	City	State	Zip Code

Agreement Information

Coverage Level	Agreement Term Type	Agreement Term	Deductible	Purchase Price	Purchase Date
<input type="checkbox"/> Premium	<input type="checkbox"/> Standard Term				
<input type="checkbox"/> Premium Plus	<input type="checkbox"/> Extended Eligibility Term				

Acceptance of Terms, Conditions and Coverage

You should read this Agreement carefully. It contains the entire agreement between You and Us. It takes precedence over any other written or oral statements made to You with respect to this Agreement. This is a service agreement, not a warranty or insurance contract. REVIEW "STATE DISCLOSURES" FOR ANY RIGHTS, PRIVILEGES AND CONDITIONS THAT GOVERN THIS AGREEMENT IN YOUR STATE. Any modification(s), alteration(s) or change(s) to the preprinted terms and conditions is/are invalid and of no force or effect. You acknowledge Your understanding of and agree to the DISPUTE RESOLUTION/ARBITRATION AGREEMENT AND CLASS ACTION WAIVER section of this Agreement. To opt-out of the DISPUTE RESOLUTION/ARBITRATION AGREEMENT AND CLASS ACTION WAIVER, refer to the OPT-OUT PROVISION section for instructions. This Agreement is based on information You provided in this Schedule Page. You acknowledge Your understanding of the LIMITED APPLICABILITY OF THE FEDERAL MAGNUSON-MOSS WARRANTY ACT as set out in this Agreement. THIS AGREEMENT CONTAINS A BINDING ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES. Your signature means that You have reviewed and understand the Agreement Terms and Conditions.

YOU ARE NOT REQUIRED TO ENTER INTO THIS AGREEMENT IN ORDER TO PURCHASE, LEASE OR OBTAIN FINANCING FOR A VEHICLE.

Agreement Holder Signature_____
Purchase Date_____
Dealer / Seller Representative – Signature

**AUTHORIZATION IS REQUIRED FROM THE ADMINISTRATOR PRIOR TO ANY AND ALL REPAIRS OR
THE REPLACEMENT OF ANY PARTS. TO FILE A CLAIM, CALL TOLL FREE [(888) 905-8172]**

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

AGREEMENT TERMS AND CONDITIONS

DEFINITIONS

The following words capitalized have the following meaning throughout this Agreement.

Administrator, Obligor, We, Us, and Our - Omnishield Warranty Solutions, LLC, [6855 Lyons Technology Circle, Ste. 18, Coconut Creek, FL 33071, (888) 905-8172].

Agreement - This Agreement which You have purchased to protect Your Vehicle. These terms and conditions together with the Schedule Page.

Agreement Holder, You and Your - The purchaser(s) of this Agreement specified in the Agreement Holder Information section of the Schedule Page, or an eligible person to whom this Agreement has been properly transferred to.

Agreement Term (Term) - Coverage provided under this Agreement commences on the Agreement Purchase Date specified in the Standard Agreement Term Information section of the Schedule Page and expires upon the first to occur of the passing of the number of months or the number of miles specified in the Agreement Term field of the Agreement Information section on the Schedule Page of this Agreement.

- If the Extended Eligibility Term box is checked on the Schedule Page, coverage begins on the Agreement Purchase Date and the Vehicle's Current Odometer reading as indicated on the Schedule Page. The Agreement expires upon the first to occur of the passing of the number of months specified, or after the Vehicle's Odometer registers the number of miles, as indicated in the Agreement Term section on the Schedule Page.

Breakdown - The failure and inability of a Covered Part to perform its intended function under normal operating conditions and solely due to defects in materials or faulty workmanship.

Cost - The reasonable and customary charges for parts and labor necessary to repair or replace Covered Parts under this Agreement. These charges shall not exceed the manufacturer's suggested retail price for parts or labor allowances published in nationally recognized labor time guides selected by the Administrator.

Covered Parts - The vehicle parts specified in the SCHEDULE OF COVERAGES section of this Agreement.

Covered Repair - The repair or replacement of a Covered Part which, subject to the terms and conditions of this Agreement, is authorized by the Administrator.

Current Odometer - The actual mileage indicated on the Covered Vehicle's odometer on the date You purchased this Agreement.

Dealer/Seller - The business entity specified in the Dealer/Seller Information section of the Schedule Page of this Agreement and from which You purchased this Agreement.

Deductible - The dollar amount You selected and which You must pay for Covered Repairs per visit as indicated in the Agreement Information section of the Schedule Page. If Your Cost is a Warranty deductible charge imposed by the Vehicle's manufacturer, this Agreement will pay the manufacturer's deductible.

Pre-existing Condition - A condition and/or Breakdown that may reasonably be assumed to have existed on the Agreement Purchase Date.

Repair Facility - A franchised new car dealer or other licensed, commercial automobile Repair Facility.

Schedule Page - Page 1 of this Agreement where information regarding You, Your Vehicle, and other Agreement Information is shown.

Vehicle - The eligible car or truck specified in the Vehicle Information section of the Schedule Page of this Agreement.

Warranty - Any Warranty of the Vehicle's manufacturer, state required Warranty, dealer Warranty or a Repair Facility Warranty or guarantee.

SCHEDULE OF COVERAGES

DURING THE TERM OF THIS AGREEMENT, AND SUBJECT TO ITS TERMS AND CONDITIONS AND YOUR PAYMENT OF THE APPLICABLE DEDUCTIBLE(S), WE WILL PAY A REPAIR FACILITY OR, AT OUR OPTION, REIMBURSE YOU THE COST TO REMEDY THE BREAKDOWN OF ANY COVERED PART SPECIFIED BELOW AND INCLUDED IN YOUR CHOSEN COVERAGE LEVEL. 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.

PREMIUM:

If You have purchased Premium Coverage, as shown on the Schedule Page, the following parts are covered by this Agreement. Parts not listed are not covered.

1. **Covered Parts (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.
2. **Covered Parts (Transmission/Transfer Case):** Front Pump Housing, Gears, Stator Support and Bolts; Input, Output and Intermediate Shafts; Counter and Idle 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.
3. **Covered Parts (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.
4. **Covered Parts (Fluids):** Up to one hundred dollars (\$100.00) allowance for Vehicle Fluids (Engine Oil, Transmission Fluid and Front/Rear Drive System Fluid) if required in conjunction with a Covered Repair.

PREMIUM PLUS

If You have purchased Premium Plus Coverage, as shown on the Schedule Page, the parts listed under the Premium Coverage above and the following are covered by this Agreement. Parts not listed are not covered:

1. **Covered Parts (Engine - Enhanced):** Valve Covers; Timing Chain Cover and Oil Pan, if damaged because of the Breakdown of a Covered Engine Part.
2. **Covered Parts (Suspension, Front & Rear):** Upper and Lower Ball Joints; Upper and Lower Front Control Arms and Control Arm Shafts; Front and Rear Stabilizer Bars/Sway Bars; Front and Rear Coil Springs; Rear Leaf Springs and Shackles; Front Spindles and Steering Knuckles; Front Radius Arms.
3. **Covered Parts (Steering):** Power Steering Gear Box and all internally lubricated parts or Manual Steering Gear Box and all internally lubricated parts; Power or Manual Rack and Pinion Assembly and all internally lubricated parts; Power Steering Pump and Pulley; Power Steering Cooler Assembly.
4. **Covered Parts (Brakes):** Master Cylinder; Vacuum Power Brake Booster or Hydraulic Power Brake Booster; Front Disc Brake Calipers; Rear

- Disc Brake Calipers; Front and Rear Wheel Cylinders and Mounting Hardware; Brake Pressure Proportioning Valve(s); Front and Rear Brake Backing Plates and Mounting Hardware. Anti-Lock Brakes – booster and pump, master cylinder, control processor and solenoids.
5. **Covered Parts (Electrical):** Alternator; Voltage Regulator; Starter Motor and Started Solenoid; Front and Rear Windshield Wiper Motors; Front and Rear Windshield Wiper Switches; Windshield Washer Pump; Ignition Switch; Headlight Switch; Headlight Dimmer Switch; Turn Signal Switch; Rear Defroster Switch; Cigarette Lighter Assembly.
 6. **Covered Parts (Air Conditioning):** Compressor; Compressor Clutch; Compressor Field Coil and Pulley; Condenser; Evaporator; Expansion Valve; Orifice Tube; POA Valve, Accumulator; Receiver Drier.
 7. **Covered Parts (Fuel System):** Primary Fuel Pump; Fuel Tank Pick-Up Pump; Fuel Injectors; Fuel Rail Assembly(s); Fuel Pressure Regulator; Fuel Pressure Sensor.
 8. **Covered Parts (Cooling System):** Radiator; Radiator Fan Clutch; Water Pump; Thermostat.
 9. **Covered Parts (Turbocharger/Supercharger):**
 - **Turbocharger** - Turbine Housing and Compressor Housing, if damaged because of the Breakdown of an internally lubricated Covered Part, which includes: Compressor Impeller; Turbine Impeller and Shaft; Thrust Pads, Thrust Spacer, Thrust Collar and Thrust Rings. Turbine Shaft Bearings, Bearing Housings, Seals, O-Rings and Gaskets are also covered if required in connection with the repair or replacement of an internally lubricated Covered Part.
 - **Supercharger** - Rotor Housing, if damaged because of the Breakdown of an internally lubricated Covered Part, which includes: Input Shaft; Drive and Driven Gear Set; Driven Gear Shaft; Male and Female Rotors; Compressor Impeller and Shaft; Bearing Plate; Head Plate; End Plate and Planetary Gear Set. Input Shaft Bearings and Bushings; Rear Input Shaft Bearings and Bushings; Rotor Bearings and Bushings; and Seals, O-Rings and Gaskets are also covered if required in connection with the repair or replacement of an internally lubricated Covered Part.
 10. **Covered Parts (High Tech Electrical):** Cruise control servo/transducer, factory compass, factory thermometer, headlight switch, horn, ignition lock cylinder, ignition switch, power antenna, power lock actuators, windshield wiper motor, windshield wiper module, windshield washer pump, power window motors and power window regulator. Electronic speedometer display and module, engine control module, power sun/moon roof motor, power convertible top electric motor, crank sensor, knock sensor, oil temp sensor, camshaft positioning.
 11. **Covered Parts (Sensors):** sensor, mass air flow sensor, BAP sensor MAP sensor, upstream oxygen sensors, downstream oxygen sensors, heated oxygen sensors, throttle positioning sensor engine coolant temperature sensor, intake air temperature sensor, neutral or park position sensor, brake fluid pressure sensor, PFE sensor, pressure sensors.
 12. **Covered Parts (Hybrid):** 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).
 13. **Covered Parts (Enhanced Fluids and Refrigerant Allowance):** Up to an additional one hundred dollars (\$100.00), for a total of two hundred dollars (\$200.00) allowance for Vehicle Fluids (Engine Oil, Transmission Fluid, Front/Rear Drive System Fluid, Coolant, Power Steering Fluid or Brake Fluid) and/or Refrigerant (R12 or R134a) if required in conjunction with a Covered Repair.

ADDITIONAL BENEFITS

Rental Car Reimbursement: In the event Your Vehicle needs an overnight Covered Repair, You may be reimbursed for up to five (5) days, at up to thirty dollars (\$30.00) per day, for a maximum benefit of one hundred fifty dollars (\$150.00) per Covered Repair, for rental car expenses You incur. You must pay for Your rental car expenses in full, then provide Us a paid-in-full receipt and a copy of the qualifying repair order, documenting completed Covered Repairs, for reimbursement consideration. All receipts must be submitted to Us within thirty (30) days of the claim reporting date. Rental Car Reimbursement is not provided for scheduling or other Repair Facility delays.

Roadside Assistance: All the emergency roadside assistance benefits included with Your Agreement are described herein, available throughout the Agreement Term for Your Vehicle, and applicable throughout the United States and Canada, 24 hours a day, 365 days a year.

The following Service(s) cover emergency roadside assistance benefits, subject to the fifty dollars (\$50) per occurrence limitation and the aggregate covered occurrences limitation:

1. **Towing Assistance:** When towing is necessary, Your disabled Vehicle will be towed up to twenty-five (25) miles to the nearest qualified Repair Facility or destination of Your choice.
2. **Battery Service:** If a battery failure occurs, a jump start will be applied to start Your Vehicle.
3. **Flat Tire Assistance:** Service consists of the removal of Your Vehicle's flat tire and its replacement with the inflated spare tire. If no spare is available, Your Vehicle will be towed to nearest Repair Facility (under the limits of the towing benefit).
4. **Emergency Fluid Delivery Service:** An emergency supply of up to three (3) gallons of gasoline, oil, water, or other essential vehicle fluid will be delivered to Your Vehicle if Your Vehicle is in immediate need. **You must pay for only the fuel or other fluid when it is delivered.**
5. **Lock-Out Assistance:** If Your Vehicle's keys are lost or locked inside Your Vehicle, We will provide assistance for gaining entry.

You will only have to pay for any non-covered expenses or costs more than Your fifty dollars (\$50.00) per occurrence maximum. Roadside assistance benefits are limited to two occurrences per any twelve (12) month period. For all the Roadside Assistance benefits please contact [877-881-7902].

FOR EMERGENCY ROADSIDE ASSISTANCE: Call [877-881-7902], Toll-Free, and a service vehicle will be dispatched to Your assistance. Important: Please be with Your Vehicle when the service provider arrives, unless it is unsafe to remain with the Vehicle, as the service provider cannot service an unattended Vehicle. If service is not obtainable, You will receive an authorization number to receive a refund of payments made according to Your program benefit and coverage limits for services received independently. You must first contact [877-881-7902] for authorization to obtain independent services.

LIMITS OF COVERAGE LIABILITY

Our maximum liability under this Agreement is the Cost to remedy any single covered Breakdown based off nationally recognized labor and parts (M.S.R.P. for parts) manual, or the actual cash value of the Vehicle immediately prior to the Breakdown, less the Deductible. The total amount payable for all repairs and/or replacements shall not exceed the actual cash value of the Vehicle immediately prior to the most recent Breakdown or the price You paid for Your Vehicle. The determination of the Vehicle's actual cash value will be made using the current J.D. Power National Automobile Dealers Association ("NADA") vehicle valuation guide (or if no longer available, from a similar service selected by Us).

DIAGNOSTICS: We will pay for the Cost of diagnostic charges incurred in conjunction with a Covered Repair, not to exceed two (2) hours per Covered Repair. **Diagnostic time will not be paid for those conditions where the cause of failure is readily apparent to the normal senses of sight, touch, smell, and/or sound.**

LABOR: Labor allowances are derived from nationally recognized labor time publications up to the Repair Facility's posted labor per hour rate time. Labor allowances must be authorized by the **Administrator**.

FILING A CLAIM

Filing a Claim: If Your Vehicle incurs a Breakdown, You must take the following steps to file a claim:

- 1.) Take immediate action to protect Your Vehicle from further damage. Your Agreement will not cover damage caused by not securing a timely repair when a Breakdown has occurred. You are responsible for observing Your Vehicle's warning lights and gauges and taking immediate appropriate action to prevent further damage. Failure to do so may result in denial or the limitation of coverage.
- 2.) Take Your Vehicle to a Repair Facility. If You are within fifty (50) miles of the Dealer/Seller, We recommend that You return to them for repairs. Your Vehicle must be at a Repair Facility for a claim to be opened. If you are outside of fifty (50) miles of the Dealer/Seller or if You need assistance in locating a Repair Facility, contact the Administrator at [888-905-8172].

3.) Provide Repair Facility with a copy of Your Agreement and/or Your Agreement Number.

4.) Prior to any repair being made, have the Repair Facility contact the Administrator [888-905-8172] with an estimate of repairs and a copy of Your Vehicle's maintenance records, as required under AGREEMENT HOLDER RESPONSIBILITIES section, to obtain authorization for the claim. Any claim for repairs without prior authorization will not be covered. **We reserve the right to specify the authorization amounts for the claims based on new, remanufactured, independently rebuilt, or used parts that conform to the manufacturer's design specifications and wear tolerances of Your Vehicle.** The amount authorized by the Administrator is the maximum amount that will be paid for Covered Repairs under the terms and conditions of this Agreement.

Emergency repairs, made outside of the Administrator's business hours, may be submitted with a letter of explanation to the Administrator for payment consideration.

5.) You must authorize any charge(s) necessary to determine the cause of Breakdown including necessary diagnostic charges. If it is determined that the repair required is a Covered Repair, then We will authorize diagnostic charges, subject to the Terms and Conditions of this Agreement.

6.) Allow the Administrator to inspect Your Vehicle prior to any repairs being made.

7.) After investigating Your Vehicle's part failure, in case of a discrepancy in findings, the Administrator reserves the right to have repairs performed at a Repair Facility other than the one You have selected.

8.) Once authorization has been issued by the Administrator and the Covered Repair is completed, all repair orders and documentation must be submitted to Administrator for payment within sixty (60) days. Payment for repair is subject to receipt of copies of the dated and itemized repair order, and any other documentation we may reasonably request.

AGREEMENT HOLDER RESPONSIBILITIES

At Our discretion, We will either pay the Repair Facility directly or reimburse You for the Cost of Covered Repairs. You must keep all Vehicle fluids at proper levels and ensure that the oil warning light/gauge, temperature warning light/gauge, and other essential monitoring systems are functioning before driving the Vehicle and monitor them while driving it. You are required to have all the Vehicle's manufacturer's recommended vehicle maintenance services (as specified in the Vehicle's owner's manual) performed within one thousand (1,000) miles and thirty (30) days of the recommended service intervals to keep this Agreement valid and Breakdown coverage in force. If the Vehicle's owner's manual does not indicate a specific mileage interval for engine oil and filter changes, the Vehicle's engine oil and filter must be changed at least every 6,000 miles or 12 months, whichever occurs first. You must retain all repair orders indicating that such vehicle maintenance services were performed. Vehicle maintenance repair orders must be system generated and typed by a Repair Facility and must indicate Your name, repair order number, repair order date, Vehicle Identification Number, a description of Your Vehicle, repair order mileage, and a complete description of the services performed. In the event of a claim made hereunder, We may require You to furnish Us or Our Administrator with copies of such repair orders. Failure to provide such documentation may void coverage under this Agreement and any applicable refund will be paid according to the CANCELLATION section.

EXCLUSIONS – WHAT IS NOT COVERED

ROADSIDE ASSISTANCE EXCLUSIONS: COVERAGE SHALL NOT BE PROVIDED IN THE EVENT OF EMERGENCIES RESULTING FROM THE USE OF INTOXICANTS OR NARCOTICS, OR YOUR USE OF THE VEHICLE IN THE COMMISSION OF A FELONY; COST OF PARTS, REPLACEMENT KEYS, FLUIDS, LUBRICANTS, OR COST OF FUEL, MATERIAL, ADDITIONAL LABOR RELATING TO TOWING, OR THE COST OF INSTALLATION OF PRODUCTS; NON-EMERGENCY TOWING OR OTHER NON-EMERGENCY SERVICE; ANY SERVICE AVAILABLE THROUGH A VALID MANUFACTURER'S WARRANTY OR SERVICE; NON-EMERGENCY MOUNTING OR REMOVAL OF SNOW TIRES OR CHAINS OR SHOVELING SNOW FROM AROUND A VEHICLE; TIRE REPAIR, EXTRICATION OR WINCHING; ANY VEHICLE OTHER THAN YOUR VEHICLE SHOWN ON THE SCHEDULE PAGE; CAMPING TRAILERS, TRAVEL TRAILERS, OR ANY VEHICLES IN TOW; ANY AND ALL TAXES OR FINES; DAMAGE OR DISABLEMENT DUE TO FIRE, FLOOD OR VANDALISM; TOWING FROM OR REPAIR WORK PERFORMED AT A SERVICE STATION, GARAGE OR REPAIR SHOP; TOWING BY OTHER THAN A LICENSED SERVICE STATION OR GARAGE; VEHICLE STORAGE CHARGES; A SECOND TOW, OR OTHER BENEFIT RELATED TO THE SAME OCCURRENCE; SERVICE ON A VEHICLE THAT IS NOT IN A SAFE CONDITION TO BE TOWED OR SERVICE THAT MAY RESULT IN DAMAGE TO THE VEHICLE IF TOWED OR SERVICED; TOWING OR SERVICE ON ROADS NOT REGULARLY MAINTAINED, SUCH AS SAND BEACHES, OPEN FIELDS, FORESTS, AND AREAS DESIGNATED AS NOT PASSABLE DUE TO CONSTRUCTION; TOWING AT THE DIRECTION OF A LAW ENFORCEMENT OFFICER RELATING TO TRAFFIC OBSTRUCTION, IMPOUNDMENT, ABANDONMENT, ILLEGAL PARKING, OR OTHER VIOLATIONS OF LAW; REPEATED SERVICE CALLS FOR YOUR VEHICLE IN NEED OF ROUTINE MAINTENANCE OR REPAIR; MORE THAN ONE (1) DISABLEMENT FOR THE SAME SERVICE TYPE DURING ANY SEVEN DAY PERIOD; SERVICES RECEIVED INDEPENDENTLY FROM US WITHOUT PRIOR AUTHORIZATION FROM US OR ADMINISTRATOR; BENEFITS WILL NOT BE PAID IF INCIDENT GIVING RISE TO CLAIM OCCURS WHILE THE YOU ARE CHARGED WITH NO OR IMPROPER LICENSE OR PERMIT.

IN ADDITION, THIS AGREEMENT DOES NOT PROVIDE COVERAGE AND WILL NOT PAY BENEFITS FOR:

1. CARBURETOR, BATTERY, BATTERY CABLES, SHOCK ABSORBERS; MANUAL AND HYDRAULIC CLUTCH ASSEMBLY, SUCH AS BUT NOT LIMITED TO: MANUAL CLUTCH PEDAL, FRICTION CLUTCH DISC, PRESSURE PLATE AND THROW OUT BEARING; MANUAL AND HYDRAULIC LINKAGES, TRANSMISSION CABLES AND BRAKE CABLES, DISTRIBUTOR CAP AND ROTOR, SAFETY RESTRAINT SYSTEMS (INCLUDING AIR BAG SYSTEMS), GLASS; ANY COMPONENT THAT ITS ONLY PURPOSE IS FOR ILLUMINATION, SUCH AS BUT NOT LIMITED TO: LENS DEGRADATION, LEDs, SEALED BEAMS AND LIGHT BULBS; FUSES, CIRCUIT BREAKERS, BRAKE ROTORS AND DRUMS, EXHAUST SYSTEMS (INCLUDING CATALYTIC CONVERTERS), WINDSHIELD WIPER ARMS, WEATHER STRIPS, TRIM, MOLDINGS, BRIGHT METAL, CHROME, UPHOLSTERY AND CARPET, ZIPPERS, NUTS, BOLTS, FASTENERS, FREEZE PLUGS, CUP HOLDERS, DASH PAD, SQUEAKS, RATTLES, WATER LEAKS, WIND NOISE, PAINT, OUTSIDE ORNAMENTATION, INSIDE AND OUTSIDE DOOR HANDLES, MIRRORS, MIRROR HOUSINGS, HUBCAPS, BUMPERS, BODY SHEET METAL AND PANELS, BODY PARTS, FRAME, BRACKETS AND STRUCTURAL BODY PARTS, VINYL AND CONVERTIBLE TOPS, TIRES, WHEELS/RIMS/STUDS.
2. FOR MAINTENANCE SERVICES AND PARTS DESCRIBED IN YOUR VEHICLE OWNER'S MANUAL AS SUPPLIED BY THE MANUFACTURER AND OTHER NORMAL MAINTENANCE SERVICES AND PARTS WHICH INCLUDE, BUT ARE NOT LIMITED TO: ALIGNMENTS, ADJUSTMENTS, CLEANING, WHEEL BALANCING, TUNE-UPS, SPARK PLUGS, SPARK PLUG WIRES, GLOW PLUGS, HOSES (EXCEPT HIGH PRESSURE STEERING AND AIR CONDITIONING), DRIVE BELTS, BRAKE PADS, BRAKE LININGS/SHOES, WIPER BLADES, SHOP SUPPLIES AND ENVIRONMENTAL WASTE CHARGES. FILTERS, LUBRICANTS, COOLANTS, FLUIDS AND REFRIGERANTS MAY BE COVERED IF REPLACEMENT IS REQUIRED IN CONNECTION WITH A BREAKDOWN.
3. FOR DAMAGE AND/OR BREAKDOWN RESULTING FROM COLLISION, ROAD HAZARD, FIRE, THEFT, VANDALISM, RIOT, EXPLOSION, LIGHTNING, EARTHQUAKE, WINDSTORM, VOLCANIC ERUPTION, FREEZING, RUST OR CORROSION, HAIL, WATER OR FLOOD, ACTS OF GOD, SALT, ENVIRONMENTAL DAMAGE, CHEMICALS, CONTAMINATION OF FLUIDS, FUELS, COOLANTS, OR LUBRICANTS.
4. FOR ANY BREAKDOWN CAUSED BY MISUSE, ABUSE, NEGLIGENCE, LACK OF SCHEDULED MAINTENANCE REQUIRED BY THE MANUFACTURER'S MAINTENANCE SCHEDULE FOR YOUR VEHICLE, OR IMPROPER SERVICING OR REPAIRS PERFORMED BY YOU OR A REPAIR FACILITY. FOR ANY BREAKDOWN CAUSED BY SLUDGE BUILD-UP, CARBON, LUBRICANT BLOCKAGE OR THE FAILURE TO MAINTAIN PROPER LEVELS OF LUBRICANTS, AND/OR COOLANTS, OR ANY BREAKDOWN RESULTING FROM FAILURE TO PROTECT YOUR VEHICLE FROM FURTHER DAMAGE WHEN BREAKDOWN HAS OCCURRED.
5. FOR ANY REPAIR OR REPLACEMENT OF ANY COVERED PART IF A BREAKDOWN HAS NOT OCCURRED OR IF THE WEAR ON THAT PART HAS NOT EXCEEDED THE PUBLISHED FIELD TOLERANCES ALLOWED BY THE MANUFACTURER.

6. IF ANY ALTERATIONS HAVE BEEN MADE TO YOUR VEHICLE OR YOU ARE USING OR HAVE USED YOUR VEHICLE IN A MANNER NOT RECOMMENDED BY THE MANUFACTURER, INCLUDING, BUT NOT LIMITED TO DAMAGE RESULTING FROM: THE FAILURE OF ANY CUSTOM OR ADD-ON PART, ALL FRAME OR SUSPENSION MODIFICATIONS OVER 4", LIFT KITS OVER 10", OVERSIZED/UNDERSIZED TIRES (RECOGNIZED ON DOOR JAM PLACARD) EXCEEDING 6" (TIRES OVER 40" ARE EXCLUDED), TRAILER HITCHES, ENGINE MODIFICATIONS, TRANSMISSION MODIFICATIONS, AND/OR DRIVE AXLE MODIFICATIONS, EMISSIONS AND/OR EXHAUST SYSTEMS MODIFICATIONS (EXCLUDING TRUCKS EQUIPPED WITH A DIESEL ENGINE).
7. FOR BREAKDOWNS, IF THE VEHICLE'S ODOMETER IS BROKEN, HAS BEEN ALTERED AND/OR CEASED TO OPERATE SO THE ACTUAL VEHICLE MILEAGE CANNOT BE DETERMINED.
8. FOR ANY LIABILITY FOR PROPERTY DAMAGE, OR FOR INJURY TO OR DEATH OF ANY PERSON ARISING OUT OF THE OPERATION, MAINTENANCE OR USE OF YOUR VEHICLE, DESCRIBED IN THIS AGREEMENT, WHETHER OR NOT RELATED TO THE PARTS COVERED. FOR LOSS OF USE, TIME, SHOP DELAYS, PROFIT, INCONVENIENCE, OR ANY OTHER LOSS OR INCIDENTAL OR CONSEQUENTIAL DAMAGES, (EXCEPT AS OTHERWISE MAY BE PROVIDED UNDER THE SCHEDULE OF COVERAGE).
9. 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 BREAKDOWN IF THE MANUFACTURER HAS ANNOUNCED ITS RESPONSIBILITY THAT PART THROUGH ANY MEANS, INCLUDING PUBLIC RECALLS AND FACTORY SERVICE BULLETINS.
10. IF YOUR VEHICLE IS USED FOR TOWING OR HAULING A TRAILER OR ANOTHER VEHICLE OR OBJECT UNLESS YOUR VEHICLE IS EQUIPPED WITH FACTORY INSTALLED OR FACTORY AUTHORIZED TOW PACKAGE AND THE ITEMS TOWED OR HAULED DID NOT EXCEED THE MANUFACTURER'S RATED CAPACITY, SNOW PLOWING (UNLESS EQUIPPED TO MANUFACTURER'S SPECIFICATIONS), RACING OR COMPETITIVE DRIVING, OFF ROAD USAGE OR IS USED FOR COMMERCIAL OR FARMING PURPOSES INCLUDING BUT NOT LIMITED TO: RENTAL, TAXI, LIMOUSINE OR SHUTTLE SERVICES, ROAD REPAIR OPERATIONS, CONSTRUCTION, JOB SITE ACTIVITIES, POLICE OR EMERGENCY SERVICE, OR COMMERCIAL SNOW REMOVAL, VEHICLES USED FOR DELIVERY, SERVICE, ROUTE, REPAIR, USAGE, USED BY ONE DRIVER, OR USED TO GO TO AND FROM WORKSITES ONLY, ARE NOT EXCLUDED.
11. **FOR ANY PRE-EXISTING CONDITION(S).**
12. FOR ANY BREAKDOWN, IF FRAUDULENT REPRESENTATIONS WERE MADE TO OBTAIN THIS AGREEMENT OR WHEN PRESENTING A REQUEST FOR REPAIR UNDER THIS AGREEMENT.
13. ANY BREAKDOWN THAT OCCURS OUTSIDE THE UNITED STATES OR CANADA.
14. ANY REPAIR, REPLACEMENT OR SERVICE(S) PERFORMED WITHOUT THE ADMINISTRATOR'S PRIOR AUTHORIZATION.
15. THE BREAKDOWN OR THE FAILURE OF ANY PART OF THE COVERED VEHICLE NOT SPECIFICALLY LISTED IN THE SCHEDULE OF COVERAGES SECTION OF THIS AGREEMENT, UNDER THE COVERAGE LEVEL WHICH CORRESPONDS WITH THE COVERAGE LEVEL SELECTED IN THE AGREEMENT INFORMATION SECTION OF THE SCHEDULE PAGE.

TRANSFER AND CANCELLATION

TRANSFER: If 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 to Us: (1) a check for a fifty-dollar (\$50.00) transfer fee, (2) a copy of the Schedule 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. If You do not request the transfer of the Agreement to the new owner, the Agreement shall terminate. 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.

CANCELLATION:

Cancellation by You: You may cancel this Agreement by submitting a written request to the Dealer/Seller or the Administrator containing a copy of Your Agreement. During the first thirty (30) days from the Agreement Purchase Date, We 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 will refund You a pro-rated amount of the Agreement Purchase Price, based on the greater of the number of days the Agreement was in force or the miles driven compared to the total Agreement Term, less claim(s) paid and less the applicable cancellation fee in the amount of fifty dollars (\$50.00). The term of this Agreement for cancellation purposes will be based on Agreement Purchase Date and Vehicle mileage on such date. If a refund is owed, the refund will be paid or credited within thirty (30) days from the date the Obligor, Administrator or Dealer/Seller receives notice of cancellation.

Cancellation by Us: We may cancel this Agreement during the first thirty (30) days of the Agreement Purchase Date for any reason. After thirty (30) days, We may cancel this Agreement for material misrepresentation or fraud at time of sale or for non-payment of Agreement Purchase Price. If We cancel this Agreement, We will refund You one hundred percent (100%) of the Agreement Purchase Price, less any claims paid on Your Agreement. If We cancel this Agreement for non-payment of the Agreement Purchase Price by You, We shall provide You notice of cancellation by certified mail.

Cancellation by Lienholder: If Your Agreement is financed, the lienholder has the right to receive any lender portion of the cancellation refund amounts. If Your covered Vehicle is repossessed, stolen or declared a total loss, You authorize the lienholder to cancel this Agreement. The lienholder, if any, will be named on a cancellation refund check as their interest may appear. If the lienholder cancels this Agreement within thirty (30) days of the Agreement Purchase Date a full refund of the total Agreement Purchase Price, less any claim(s) paid, will be provided. If the lienholder cancels this Agreement at any other time, a pro-rata refund of the total Agreement Purchase Price based on the greater of the number of days the Agreement was in force or the miles driven compared to the total Agreement Term, less claim(s) paid and less the applicable cancellation fee in the amount of fifty dollars (\$50.00) will be provided. The term of this Agreement for cancellation purposes will be based on Agreement Purchase Date and Vehicle mileage on such date. If a refund is owed, the refund will be paid or credited within thirty (30) days from the date the Obligor, Administrator or Dealer/Seller receives notice of cancellation.

OBLIGATIONS

Our obligations under this Agreement are insured under an insurance policy issued by Old Republic Insurance Company, Tulsa Branch, 8282 South Memorial Drive, Suite 202, Tulsa, OK 74133, Phone: 800-331-3780.

In the event the Obligor fails to pay or provide service on an authorized claim within sixty (60) days after proof of loss has been filed, You may file a direct claim with Old Republic Insurance Company. To do so, please call toll-free 800-331-3780 for instructions.

DISPUTE RESOLUTION / ARBITRATION AGREEMENT AND CLASS ACTION

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

Arbitration is a method of resolving any Claim without filing a lawsuit. In this Arbitration Agreement and Class Action Waiver (collectively including all of this section of this Agreement), You, We, and the Administrator/Obligor (the "Parties") are agreeing to submit any and all Claims to binding arbitration on

an individual basis for resolution. This Arbitration Agreement and Class Action Waiver sets forth the terms and conditions of Our Agreement to binding arbitration. The Parties agree that any and all claims, disputes and controversies related in any way to this Agreement, including but not limited to claims related to the underlying transaction giving rise to this Agreement, or claims related to the sale, financing or fulfillment of this Agreement (collectively, "Claims"), shall be resolved by final and binding arbitration. "Claims" shall be given the broadest meaning possible and includes, without limitation, Claims arising under contract, tort, statute, regulation, rule, ordinance or other rule of law or equity, and Claims against any of Our or the Administrator's owners, shareholders, members, affiliates, subsidiaries, divisions, directors, officers, employees, representatives, agents, successors, or assigns. In arbitration, Claims are resolved by an arbitrator and not by a judge or jury. THE PARTIES, INCLUDING YOU, WAIVE ANY RIGHT TO HAVE CLAIMS DECIDED BY A JUDGE OR JURY. In addition, except as expressly stated in the Class Action Waiver or otherwise expressly stated herein, the arbitrator shall have exclusive authority to decide all issues related to the enforcement, applicability, scope, validity, and interpretation of this Arbitration Agreement, including but not limited to any unconscionability challenge or any other challenge that the Arbitration Agreement is void, voidable or otherwise invalid. Notwithstanding this Agreement to arbitrate, each of the Parties retains the right to seek remedies in small claims court to resolve any Claim, on an individual basis, within the jurisdiction of small claims court. You acknowledge Your understanding that all Parties hereunder are waiving their rights to go to court, except for small claims court, to resolve any Claims arising under or related to this Agreement.

The Parties agree and acknowledge that the transaction evidenced by this Agreement affects interstate commerce. The Parties further agree that all issues relating to this Arbitration Agreement and Class Action Waiver, including its enforcement, scope, validity, interpretation, and implementation, will be determined pursuant to federal substantive law and the substantive and procedural provisions of the Federal Arbitration Act ("Act"), 9 U.S.C. §§ 1-16. If federal substantive law holds that state law should apply to any issue relating to this Arbitration Agreement and Class Action Waiver, then the law of the state where You purchased the Agreement shall apply, without regards to conflicts of law.

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

The arbitration shall be administered by the American Arbitration Association ("AAA"). The arbitration shall be conducted pursuant to the AAA Consumer Arbitration Rules (the "Code"). Information on AAA and a copy of the Code may be found at the following URL: American Arbitration Association, www.adr.org. The arbitration will be governed by federal substantive law and the substantive and procedural provisions of the Federal Arbitration Act ("Act"), 9 U.S.C. §§ 1-16. If federal substantive law holds that state law should apply to any issue relating to the arbitration, then the law of the state where You purchased the Agreement shall apply, without regards to conflicts of law. The arbitration will occur before a single, neutral arbitrator selected in accordance with the Code in effect at the time the arbitration is commenced. If Your total damage claims (not including attorney's fees) do not exceed \$25,000, then all Claims shall be resolved by the Code's Procedures for the Resolution of Disputes through Document Submission, except that a Party may ask for a hearing or the arbitrator may decide that a hearing is necessary. If a hearing is held, You have a right to attend the arbitration hearing in person, and You may choose to have any arbitration hearing held in the county in which You live, the closest AAA location to Your residence, or via telephone. In the event that the specified arbitration forum is unavailable, the Parties may agree on a substitute arbitration forum. If the Parties cannot agree, a court of competent jurisdiction may appoint a substitute arbitration forum. For information about how to initiate arbitration with the AAA, the Parties may refer to the AAA Code and forms at www.adr.org. If You initiate arbitration with AAA, You must pay the AAA filing fee in an amount no greater than the fee You would have to pay if You filed a complaint in federal court. We will pay any remaining Costs of arbitration required by the Code ("Arbitration Costs"); however, if the arbitrator determines that any of Your claims are frivolous,

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

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

OPT-OUT PROVISION. YOU SHALL HAVE THE RIGHT TO OPT OUT OF THIS ARBITRATION AGREEMENT AND CLASS ACTION WAIVER BY PROVIDING WRITTEN NOTICE OF YOUR INTENTION TO DO SO TO US WITHIN THIRTY (30) DAYS OF THE PURCHASE OF THIS AGREEMENT (THE DATE OF PURCHASE BEING INDICATED ON YOUR AGREEMENT). To opt out, You must send written notice: [6855 Lyons Technology Circle, Suite 18, Coconut Creek, FL 33071, Attn: Legal]. You must include in Your opt out notice: (a) Your name and address; (b) the date You purchased Your Agreement; and (c) the Dealer/Seller. If You properly and timely opt out, then all Claims will be resolved in court rather than arbitration.

GENERAL PROVISIONS

- 1.) If You maintain Your eligibility as described in the AGREEMENT HOLDER RESPONSIBILITIES section and otherwise comply with the Agreement Terms and Conditions, then subject to Your payment of the applicable Deductible, We will pay a Repair Facility, or at Our option, reimburse You the Cost to remedy the Breakdown of any Covered Part included in this Agreement.
- 2.) If You fail to maintain Your eligibility under this Agreement as described in the AGREEMENT HOLDER RESPONSIBILITIES section or

otherwise fail to comply with the Agreement Terms and Conditions, then it may become void and Your Vehicle may no longer be eligible for repairs or other benefits hereunder and any applicable refund will be paid according to the CANCELLATION section.

- 3.) You must allow Your Vehicle to be inspected by Us or Our representative if We ask to do so.
- 4.) This Agreement does not provide coverage for the repair(s) and/or replacement(s) of any vehicle part(s) which is also covered under the Vehicle manufacturer's Warranty (or the manufacturer otherwise agrees to remedy the Breakdown), a repairer's guarantee, an insurance policy, or any other such coverage, or if the vehicle part is normally covered by a standard automobile insurance policy, including personal or property liability coverages, comprehensive coverages or uninsured motorist coverages, regardless of whether or not such obligated party is willing or able to honor its obligation. You are required to help Us enforce Your rights against any party who may be responsible to You for the Cost of any applicable repairs and/or replacements.
- 5.) This Agreement applies only to Breakdowns occurring within the Agreement Term and the United States of America or Canada.
- 6.) We expressly disclaim any warranty of merchantability or warranty of fitness for a particular purpose under this Agreement.
- 7.) If You need 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 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.

LIMITED APPLICABILITY OF THE FEDERAL MAGNUSON-MOSS WARRANTY ACT

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

LIMITATION OF LIABILITY

THIS AGREEMENT SETS OUT THE FULL EXTENT OF OUR RESPONSIBILITIES. NEITHER THE OBLIGOR NOR THE 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 ADMINISTRATOR AUTHORIZE ANY PERSON, ENTITY OR DEALER TO CREATE FOR THEM ANY OTHER OBLIGATION OR LIABILITY IN CONNECTION WITH THIS PRODUCT.

STATE DISCLOSURES

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

ALABAMA: DEFINITIONS is amended as follows: Obligor - Old Republic Insured Automotive Services, Inc., 8282 S Memorial Dr., Ste. 202, Tulsa, OK 74133.

Cancellation by You is deleted in its entirety and replaced with the following: The Agreement Holder may cancel this Agreement within thirty (30) days of the Agreement Purchase Date and receive a full refund of the total Agreement Purchase Price, less any claims paid. The Agreement Holder may cancel this Agreement after thirty (30) days and receive a pro-rata refund of the total Agreement Purchase Price based on the greater of the number of days the Agreement was in force or the miles driven compared to the total Agreement Term, less any claims paid and less the applicable cancellation fee. A cancellation fee of twenty-five dollars (\$25) will be charged for cancellations occurring after thirty (30) days. No cancellation fee will be charged if We cancel Your Agreement. The Term of this Agreement for cancellation purposes will be based on the Agreement Purchase Date and the Vehicle mileage on such date. If a refund is owed, the refund will be paid or credited within thirty (30) days from the date the Obligor, Administrator or Dealer/Seller receives notice of cancellation from the Agreement Holder. A ten percent (10%) penalty per month shall be added to a refund not paid or credited within forty-five (45) days after return of the Agreement and upon receipt of the Administrator. The Agreement will be governed under the laws of the State of Alabama.

ALASKA: DEFINITIONS is amended as follows: Administrator/Obligor - ORIAS Warranty Services, 8282 S Memorial Dr., Ste. 202, Tulsa, OK 74133.

AGREEMENT TERMS AND CONDITIONS is amended as follows:

- **4. This Agreement does not provide coverage for the repair(s) and/or replacement(s) of any vehicle part(s) which is also covered under the Vehicle manufacturer's Warranty (or the manufacturer otherwise agrees to remedy the Breakdown), a repairer's guarantee, an insurance policy, or any other such coverage, or if the vehicle part is normally covered by a standard automobile insurance policy, including personal or property liability coverages, comprehensive coverages or uninsured motorist coverages, regardless of whether or not such obligated party is willing or able to honor its obligation. You are required to help Us enforce Your rights against any party who may be responsible to You for the Cost of any applicable repairs and/or replacements; is deleted in its entirety.**

CANCELLATION section is modified as follows: A ten percent (10%) per month penalty of the full provider fee shall be added to any refund owed that is not paid within forty-five (45) days.

If the Agreement Holder cancels after thirty (30) days, a pro-rata refund of the total Agreement Purchase Price based on the number of days the Agreement was in force compared to the total Agreement Term, less the applicable cancellation fee in the amount of fifty (\$50.00) dollars or 7.5% of the unearned provider fee, whichever is less.

We may only cancel this Agreement for the following reasons: (1) nonpayment; (2) conviction of the Agreement Holder of a crime having as one of its necessary elements an act increasing a hazard covered by the Agreement; (3) discovery of fraud or material misrepresentation by Agreement Holder, or Agreement Holder's representative, in obtaining the Agreement or in pursuing a claim; (4) discovery of a grossly negligent act or omission by Agreement Holder that substantially increases the hazards covered by this Agreement; (5) physical changes in the property covered by the Agreement that result in the property becoming ineligible for coverage; or (6) a substantial breach of duties by Agreement Holder related to the Vehicle. If We cancel this Agreement, We will mail a written notice stating the effective date of and reason for cancellation to Your last known address at least five (5) days prior to cancellation, unless the reason for cancellation is nonpayment or a material misrepresentation.

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

OBLIGATIONS is amended as follows: If We fail to provide a covered service under the Agreement within thirty (30) days after the Agreement Holder notifies Us of the claim, the Agreement Holder is entitled to apply directly to the insurer for payment of Our obligation.

DISPUTE RESOLUTION / ARBITRATION AGREEMENT AND CLASS ACTION - is deleted in its entirety and replaced with: If You and the

Administrator/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 Administrator/Obligor.

ARIZONA: DEFINITIONS is amended as follows: Obligor - Minnehoma Automobile Association, Inc., 8282 S Memorial Dr., Ste. 202, Tulsa, OK 74133

Nothing in this section prevents, limits, or waives Your rights to file a complaint against Us or seek remedy available thereto with the Arizona Department of Insurance and Financial Institutions, Consumer Protection Division, 100 N. 15th Ave., Suite 261, Phoenix, AZ 85007.

Cancellation by You is amended as follows: The cancellation fee may not exceed ten (10%) percent of the amount paid by the Agreement Holder or fifty dollars (\$50), whichever is less.

Cancellation by Us is amended as follows: We may cancel this Agreement if Your Vehicle is found to be modified by You in a manner not recommended by the manufacturer after the Agreement Purchase Date. We may cancel this Agreement for non-payment of the Agreement Purchase Price, or for Your misrepresentation in the submission of a claim. In the event of cancellation, You will not be charged for claims paid or repair service fees. This Agreement will not be cancelled for misrepresentation by the company or the Dealer of this Agreement.

EXCLUSIONS - WHAT IS NOT COVERED is amended as follows:

4.) FOR ANY BREAKDOWN CAUSED BY MISUSE, ABUSE, NEGLIGENCE, LACK OF SCHEDULED MAINTENANCE REQUIRED BY THE MANUFACTURER'S MAINTENANCE SCHEDULE FOR YOUR VEHICLE, OR IMPROPER SERVICING OR REPAIRS PERFORMED BY YOU OR A REPAIR FACILITY. FOR ANY BREAKDOWN CAUSED BY SLUDGE BUILD-UP, CARBON, LUBRICANT BLOCKAGE OR THE FAILURE TO MAINTAIN PROPER LEVELS OF LUBRICANTS, AND/OR COOLANTS, OR ANY BREAKDOWN RESULTING FROM FAILURE TO PROTECT YOUR VEHICLE FROM FURTHER DAMAGE WHEN BREAKDOWN HAS OCCURRED, is deleted in its entirety.

ARKANSAS: CANCELLATION is amended as follows: Claims paid will not be deducted from Your cancellation refund amount. Obligations of the Obligor under this Agreement are insured under a reimbursement insurance policy. If the Obligor fails to pay or provide service on a claim within sixty (60) days after proof of loss has been filed, the Agreement Holder is entitled to make a claim directly against the insurance company referenced in the **OBLIGATIONS** section of this **Agreement**.

Arbitration clause is non-binding and voluntary.

Punitive or Exemplary Damages – those damages imposed to punish a wrongdoer and to deter others from similar conduct.

CALIFORNIA: DEFINITIONS is amended as follows: Administrator/Obligor is Old Republic Insured Automotive Services, Inc., 8282 S Memorial Dr., Ste. 202, Tulsa, OK 74133, License No.: 0C79822.

Cancellation by You is deleted in its entirety and replaced with the following: You may cancel this Agreement by submitting a written request to the Administrator or Dealer/Seller. If You request a cancellation during the first sixty (60) days, We will refund You one hundred percent (100%) of the Agreement Purchase Price. After the first sixty (60) days from the Agreement Purchase Date, We will refund You a pro-rated amount of the Agreement Purchase Price, based on the greater of the number of days the Agreement was in force or the miles driven compared to the total Agreement Term, less a cancellation fee of either ten percent (10%) of the Agreement Purchase Price or twenty-five dollars (\$25), whichever is less. The Term of this Agreement for cancellation purposes will be based on the Agreement Purchase Date and the Vehicle mileage on such date. If a refund is owed, the refund will be paid or credited within thirty (30) days from the date the Obligor, Administrator, or Dealer/Seller receives notice of cancellation from the Agreement Holder.

Cancellation by Us is deleted and replaced with the following: We may cancel this Agreement during the first sixty (60) days of the Agreement Purchase Date for any reason. If We cancel this Agreement within the first sixty (60) days, We will mail written notice of cancellation to You at Your address as listed on the Schedule Page, and that notice will be postmarked prior to the sixty-first (61st) day from the Agreement Purchase Date. After sixty (60) days, We may cancel this Agreement due to material misrepresentation or fraud at the time of sale or Your failure to pay the Agreement Purchase Price. If We cancel this Agreement, We will mail written notice of cancellation to You at Your address as listed on the Schedule Page at least five (5) days prior to cancellation. The notice shall state the effective date of the cancellation and the reason for the cancellation. This Agreement ceases to be valid no less than five (5) days after the postmark date of the notice. If We cancel this Agreement, We or the Dealer will refund You one hundred percent (100%) of the Agreement Purchase Price, less any claims paid by Us. No cancellation fee will apply in the event We cancel this Agreement. Any refund will be sent to the Vehicle's Lienholder unless the lien is satisfied. If the Service Agreement Provider cancels this Agreement and a refund is owed, the refund will be paid or credited within thirty (30) days from the effective date of the cancellation. If We cancel this Agreement, We will be liable for any claim reported to Our Administrator if the claim is reported prior to the effective date of cancellation and is covered by the Agreement. You are deemed to have reported a claim if You have completed the first step required under this Agreement for reporting a claim.

Cancellation by Lienholder is deleted in its entirety.

OBLIGATIONS is revised as follows: Performance to You under this Agreement is guaranteed by a California-approved insurance company. You may file a claim with the insurance company if any promise made in the Agreement has been denied or has not been honored within sixty (60) days after Your request. The name and address of the insurance company is Old Republic Insurance Company, Tulsa Branch, 8282 South Memorial Drive, Suite 202, Tulsa, OK 74133. If You are not satisfied with the insurance company's response, You may contact the California Department of Insurance at 1-800-927-4357 or access the department's Internet Web site (www.insurance.ca.gov).

ROADSIDE ASSISTANCE is deleted and replaced with the following: The coverages described below are available to California consumers as reimbursement benefits as opposed to Sign & Drive. If You need to use any of these services, You are responsible for contacting an emergency roadside provider to request the service and must pay for those benefits directly to the service provider and submit a request for reimbursement to Us within thirty (30) days of the date the service was performed. For reimbursement, please contact Us at (800) 349-9179 for instructions on reimbursement or submit a copy of (1) this Agreement, (2) Your Roadside Assistance claim tracking number, and (3) invoices or receipts from the licensed emergency roadside provider that performed the service(s) to Us by mail at 6855 Lyons Technology Circle, Ste. 18, Coconut Creek, FL 33071.

The following are covered emergencies, subject to the fifty dollars (\$50.00) per occurrence limit:

- Towing Assistance – When towing is necessary, the Vehicle will be towed to the nearest qualified Repair Facility or to another location requested by the driver of the Vehicle.
- Flat Tire Assistance – Service consists of the removal of the Vehicle's flat tire and its replacement with the spare tire located with the Vehicle, or the servicer will drive You to the closest tire store for repair.
- Fuel, Oil, Fluid and Water Delivery Service – An emergency supply of fuel (3 gallons), oil, fluid and water will be delivered if the Vehicle is in immediate need. **You must pay for the fuel or other fluid when it is delivered.**
- Lock-out Assistance – If Your keys are locked inside the Vehicle, assistance will be provided to gain entry into the Vehicle.
- Battery Assistance – If battery failure occurs, a jump start will be provided to start Your Vehicle.

Your coverage begins on the Agreement Purchase Date shown on the Schedule Page and terminates on the expiration of the Term of Your Agreement shown on the Schedule Page. You will only have to pay for any non-covered expenses or costs more than Your fifty dollar (\$50) per occurrence maximum.

All manufacturer maintenance requirements can be found online. If You cannot locate the manufacturer requirements online, contact the Administrator for assistance.

DISPUTE RESOLUTION / ARBITRATION AGREEMENT AND CLASS ACTION section is amended as follows: The arbitrators shall not have the power to commit errors of law or legal reasoning, and the award may be vacated or corrected on appeal to a court of competent jurisdiction for any such error. All arbitration shall be handled in accordance with the California Arbitration Act (California Code of Civil Procedure, Section 1280). The fees and costs are amended to comply with California Code of Civil Procedure, Section 1284.3. The clause stating "It is understood and agreed that the transaction evidenced by this Agreement takes place in and substantially affects interstate commerce" is removed in its entirety.

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

CONNECTICUT: CANCELLATION is amended as follows: You may cancel this Agreement at any time for any reason by submitting a written request to the Administrator or Dealer/Seller containing a copy of Your Agreement. Under Regulations of Connecticut State Agencies 42-260-3, We are required to make reasonable efforts with You to resolve disputes regarding this Agreement. If You and Us cannot reach an Agreement, You may file a written complaint with the State of Connecticut, Insurance Department, P.O. Box 816, Hartford, CT 06142- 0816, Attention: Consumer Affairs. If the Agreement period is less than one (1) year, the coverage is automatically extended if the product is being repaired when the Agreement expires. In-home service is not provided.

FLORIDA: DEFINITIONS is amended as follows: **Administrator** is Minnehoma Automobile Association, Inc., P.O. Box 35008, Tulsa, OK 74153-0008, License #60033. **Obligor** is Old Republic Insurance Company, P. O. Box 35008, Tulsa, OK 74153-0008, License #FL-09135

CANCELLATION section is deleted in its entirety and replaced with the following:

Cancellation by You: You may cancel this Agreement at any time by submitting a written request to the Dealer/Seller or Us, including a copy of Your Agreement. If You cancel this Agreement within the first sixty (60) days of the Agreement Purchase Date, You will receive a full refund of the Agreement Purchase Price, less any claim(s) paid or made. If You cancel this Agreement after sixty (60) days from the Agreement Purchase Date, You will receive a pro-rated refund of the Agreement Purchase Price, based on the lesser of the number days the Agreement was in force or miles driven compared to the total Agreement Term, less claim(s) paid and less a cancellation fee equal to the lesser of fifty dollars (\$50.00) or ten percent (10%) of the amount of the pro-rated refund. Refunds will be payable to You or the Lienholder, if applicable. In the event of Your cancellation of this Agreement, any refund owed will be paid or credited no more than thirty (30) days from the date the Administrator/Obligor or Dealer/Seller receives notice of the request to cancel or sooner if required by state law.

Cancellation by Us: If We cancel this Agreement within the first sixty (60) days of the Agreement Purchase Date, a full refund of the Agreement Purchase Price will be issued, less any claims paid. After this Agreement has been in effect for sixty (60) days, it cannot be cancelled by Us unless there has been a material misrepresentation or fraud at the time of sale of the Agreement; You have failed to maintain the Vehicle as prescribed by the manufacturer; the odometer has been tampered with or disabled and You have failed to repair the odometer; or for non-payment of the Agreement Purchase Price by You, in which case We shall provide You notice of cancellation by certified mail. If We cancel this Agreement after sixty (60) days, You will be refunded one hundred percent (100%) of the unearned pro-rata Agreement Purchase Price, based on the greater of the number of days the Agreement was in force or the miles driven compared to the total Agreement Term, less any claim(s) paid. We will not charge a cancellation fee if this Agreement is cancelled by Us. If We cancel this Agreement, notice outlining the specific nature of the reason for cancellation and the date of cancellation will be mailed by certified mail to You at least five (5) days prior to the date of cancellation. 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 Our cancellation of this Agreement, any refund owed will be paid or credited no more than thirty (30) days from the effective date of cancellation by Us or sooner if required by state law.

Cancellation by Lienholder: If the Vehicle has been financed, the Lienholder may cancel this Agreement for non-payment or if the Vehicle has been declared a total loss or has been repossessed. The rights under this Agreement are transferred to the Lienholder, and the Lienholder is also entitled to any refund. If the Lienholder cancels this Agreement within the first sixty (60) days of the Agreement Purchase Date, a full refund of the Agreement Purchase Price, less any claim(s) paid or made, will be provided. If the Lienholder cancels this Agreement after sixty (60) days from the Agreement Purchase Date, a pro-rated refund of the Agreement Purchase Price, based on the lesser of number of days the Agreement was in force or miles driven compared to the total Agreement Term, less any claim(s) paid and less a cancellation fee equal to the lesser of fifty dollars (\$50.00) or ten percent (10%) of the amount of the pro-rated refund, will be provided. In the event of Lienholder cancellation of this Agreement, any refund owed will be paid or credited no more than thirty (30) days from the date the Administrator/ Obligor or Dealer receives notice of the request to cancel or sooner if required by state law.

The TRANSFER fee is revised to forty dollars (\$40).

DISPUTE RESOLUTION / ARBITRATION AGREEMENT AND CLASS ACTION section is amended to add the following: Arbitration proceedings shall be conducted in the county in which the consumer resides.

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

GEORGIA: ARBITRATION does not apply in Georgia.

Cancellation by You is amended as follows: If You cancel the Agreement within thirty (30) days of the Agreement Purchase Date, You will receive a full refund of the Agreement Purchase Price, less any claims paid, and the cancellation fee will not be charged. A ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within forty-five (45) days of the return of this Agreement to Us. If cancelled after thirty (30) days, a pro-rata refund will be provided, less claims paid and less a cancellation fee of fifty dollars (\$50) or ten percent (10%) of the pro-rata refund amount, whichever is less. If You cancel this Agreement and have not received a refund from Us within thirty (30) days of such cancellation, You may contact the Insurance Company identified in the **OBLIGATIONS** section of this Agreement.

Cancellation by Us is amended as follows: We may cancel this Agreement for nonpayment of the Agreement Purchase Price for material misrepresentation or for fraud, and no cancellation fee will be charged. The cancellation shall be in writing and shall not be less than thirty (30) days from the date of mailing or delivery in person of such notice of cancellation. If this Agreement is cancelled after thirty (30) days or a claim has been filed, We will refund an amount of the Agreement according to the pro-rata refund method reflecting the greater of the number of days the Agreement was in force or the miles driven based on the Agreement Term and the Agreement Purchase Date.

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

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.

EXCLUSIONS - WHAT IS NOT COVERED is amended as follows:

4. FOR ANY BREAKDOWN CAUSED BY MISUSE, ABUSE, NEGLIGENCE, LACK OF SCHEDULED MAINTENANCE REQUIRED BY THE MANUFACTURER'S MAINTENANCE SCHEDULE FOR YOUR VEHICLE, OR IMPROPER SERVICING OR REPAIRS PERFORMED BY YOU OR A REPAIR FACILITY. FOR ANY BREAKDOWN CAUSED BY CARBON, LUBRICANT BLOCKAGE OR THE FAILURE TO MAINTAIN PROPER LEVELS OF LUBRICANTS, AND/OR COOLANTS, OR ANY BREAKDOWN RESULTING FROM FAILURE TO PROTECT YOUR VEHICLE FROM FURTHER DAMAGE WHEN BREAKDOWN HAS OCCURRED.

6. IF ANY ALTERATIONS HAVE BEEN MADE TO YOUR VEHICLE BY YOU OR WITH YOUR KNOWLEDGE OR YOU ARE USING OR HAVE USED YOUR VEHICLE IN A MANNER NOT RECOMMENDED BY THE MANUFACTURER, INCLUDING, BUT NOT LIMITED TO DAMAGE RESULTING FROM: THE FAILURE OF ANY CUSTOM OR ADD-ON PART, ALL FRAME OR SUSPENSION MODIFICATIONS MADE BY YOU OR WITH YOUR KNOWLEDGE OVER 4", LIFT KITS OVER 10", OVERSIZED/UNDERSIZED TIRES (RECOGNIZED ON DOOR JAM PLACARD) EXCEEDING 6"

(TIRES OVER 40" ARE EXCLUDED), TRAILER HITCHES, ENGINE MODIFICATIONS, TRANSMISSION MODIFICATIONS, AND/OR DRIVE AXLE MODIFICATIONS, EMISSIONS AND/OR EXHAUST SYSTEMS MODIFICATIONS (EXCLUDING TRUCKS EQUIPPED WITH A DIESEL ENGINE) MADE BY YOU OR WITH YOUR KNOWLEDGE.

7. FOR BREAKDOWNS, IF, SUBSEQUENT TO THE PURCHASE OF THIS AGREEMENT, THE VEHICLE'S ODOMETER IS BROKEN, HAS BEEN ALTERED AND/OR CEASED TO OPERATE SO THE ACTUAL VEHICLE MILEAGE CANNOT BE DETERMINED.

HAWAII: DEFINITIONS is amended as follows: Obligor - ORIAS Warranty Services, 8282 S Memorial Dr., Ste. 202, Tulsa, OK 74133.

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

Cancellation By Us is amended as follows: If We cancel this Agreement, We will mail a written notice to the Agreement Holder's last known address 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 by You is amended as follows: Claims paid will not be deducted from Your cancellation refund amount.

Coverage afforded under this Agreement is not guaranteed by the Idaho Insurance Guarantee Association.

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

ILLINOIS: DEFINITIONS is amended as follows: Obligor - Old Republic Insured Automotive Services, Inc., 8282 S Memorial Dr., Ste. 202, Tulsa, OK 74133.

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).

Your Agreement is amended to include: **Normal wear and tear is covered except where excluded herein.**

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

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

IOWA: DEFINITIONS is amended as follows: Obligor - Old Republic Insured Automotive Services, Inc., 8282 S Memorial Dr., Ste. 202, Tulsa, OK 74133.

Cancellation by You is amended as follows: If cancelled after the first thirty (30) days, the cancellation fee for cancellation by the Agreement Holder can be no more than ten percent (10%) of the Agreement Purchase Price or fifty dollars (\$50) whichever is less. If You cancel this Agreement within the first thirty (30) days, a ten percent (10%) penalty per month shall be added to a refund that is not made within thirty (30) days of return of this Agreement to Us.

Cancellation by Us is amended as follows: If We cancel this Agreement, written notice of such cancellation will be mailed to You at least fifteen (15) days prior to the date of cancellation. In the event of cancellation by the Obligor, notice of cancellation will state the effective date of cancellation and the reason for the cancellation.

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

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

LOUISIANA: DEFINITIONS is amended as follows: Obligor - ORIAS Warranty Services, 8282 S Memorial Dr., Ste. 202, Tulsa, OK 74133.

Cancellation by You is amended as follows: A ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within forty-five (45) days after return of the Agreement to Us.

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

This Agreement is not regulated by the Louisiana Department of Insurance.

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

The **DISPUTE RESOLUTION / ARBITRATION AGREEMENT AND CLASS ACTION** section is voluntary and non-binding.

MAINE: DEFINITIONS is amended as follows: Administrator/Obligor - Old Republic Insured Automotive Services, Inc., 8282 S Memorial Dr., Ste. 202, Tulsa, OK 74133.

Cancellation by You is deleted and replaced with the following: The Agreement Holder may cancel this Agreement within thirty (30) days of the Agreement Purchase Date and receive a full refund of the total Agreement Purchase Price plus any applicable sales tax, less any claims paid. The Agreement Holder may cancel this Agreement after thirty (30) days and receive a pro-rata refund of the total Agreement Purchase Price based on the greater of the number of the days the Agreement was in force or the miles driven compared to the total Agreement Term, less any claims paid and less the applicable cancellation fee, in the amount of fifty dollars (\$50) or ten percent (10%) of the Agreement Purchase Price, whichever is less. The Term of this Agreement for cancellation purposes will be based on the Agreement Purchase Date and the Vehicle mileage on such date. If a refund is owed, the refund will be paid or credited within thirty (30) days from the date the Obligor, Administrator, or Dealer/Seller receives notice of the request to cancel from the Agreement Holder. A ten percent (10%) penalty per month must be added to a refund that is not paid or credited within forty-five (45) days after return of the Agreement to Us.

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

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

MARYLAND: DEFINITIONS is amended as follows: Obligor - Old Republic Insured Automotive Services, Inc., 8282 S Memorial Dr., Ste. 202, Tulsa, OK 74133.

Cancellation by You is deleted in its entirety and replaced with the following: If You are the original Agreement Holder and You cancel this Agreement within thirty (30) days of the original Agreement Purchase Date, a full refund will be issued, less any claims paid. If You cancel this Agreement after thirty (30) days, You will receive a pro-rata refund of the total Agreement Purchase Price based on the greater of the number of days the Agreement was in force or the miles driven compared to the total Agreement Term, less any claims paid. The Term of this Agreement for cancellation purposes will be based on the Agreement Purchase Date and the Vehicle mileage on such date. The cancellation fee does not apply in Maryland. A ten percent (10%) penalty per month of the Agreement Purchase Price shall be added to a refund that is not paid within forty-five (45) days of return of this Agreement to Us. If a refund is owed, the refund will be paid or credited within thirty (30) days from the date the Obligor, Administrator, or Dealer/Seller receives notice of cancellation from the Agreement Holder.

Cancellation by Us is amended as follows: After forty-five (45) days, We cannot cancel this Agreement except when there exists: (1) a material misrepresentation or fraud at the time of sale of the Agreement; (2) a matter or issue related to the risk that constitutes a threat to public safety; (3) a change in the condition of the risk that results in an increase in the hazard insured against; (4) for non-payment of the Agreement Purchase Price; or (5) due to the revocation or suspension of the driver's license or motor vehicle registration of the named insured or covered driver under the policy and for reasons related to the driving record of the named insured or covered driver.

The transfer fee does not apply in Maryland.

The cost of teardown and diagnostics are included with loss covered by this Agreement.

BREAKDOWN: A breakdown will also be covered if it was caused by normal wear and tear of a covered component.

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

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

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

MINNESOTA: DEFINITIONS is amended as follows: Obligor - Old Republic Insured Automotive Services, Inc., 8282 S Memorial Dr., Ste. 202, Tulsa, OK 74133.

Cancellation by You is amended as follows: A ten percent (10%) penalty per month must be added to a refund that is not paid or credited within forty-five (45) days after return of the Agreement to the Administrator.

Cancellation by Us is amended as follows: If We cancel the Agreement, written notice of such cancellation will be mailed to You fifteen (15) days prior to the date of cancellation and will state the effective date and the reason for cancellation; five (5) days written notice will be mailed to You for non-payment of the Agreement Purchase Price, material misrepresentation or substantial breach of duties by You.

MISSISSIPPI: Cancellation by You is amended as follows: If You cancel this Agreement within thirty (30) days of the original Agreement 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 this Agreement to Us.

Cancellation by Us is amended as follows: If We cancel the Agreement, written notice of such cancellation will be mailed to You not less than thirty (30) days prior to the effective date of such cancellation and will state the reason for cancellation; ten (10) days written notice will be mailed to You for non-payment of premium, material misrepresentation, or substantial breach of duties by You relating to the Vehicle or its use.

ARBITRATION does not apply in Mississippi. This Agreement is not supported by a manufacturer or distributor.

MISSOURI: DEFINITIONS is amended as follows: Obligor - Old Republic Insured Automotive Services, Inc., 8282 S Memorial Dr., Ste. 202, Tulsa, OK 74133.

Cancellation by You is amended as follows: If the Agreement Holder cancels within thirty (30) days of the Agreement Purchase Date, and a claim has been made, a full refund of the total Agreement Purchase Price will be made less any claims that have been paid. If the Agreement Holder cancels within the first thirty (30) days of the Agreement 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 Agreement to Us. The applicable free-look time period on this Agreement shall only apply to the original Agreement Holder. If the Agreement Holder cancels the Agreement, written notice of such cancellation will be delivered to the Agreement 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 Agreement are insured under a reimbursement insurance policy. If the Obligor fails to pay or provide service on a claim within sixty (60) days after proof of loss has been filed, the Agreement Holder is entitled to make a claim directly against the insurance company referenced in the **OBLIGATIONS** section of this Agreement.

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

NEBRASKA: DEFINITIONS is amended as follows: Obligor - Old Republic Insured Automotive Services, Inc., 8282 S Memorial Dr., Ste. 202, Tulsa, OK 74133.

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

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

NEVADA: DEFINITIONS is amended as follows: Obligor - Old Republic Insured Automotive Services, Inc., 8282 S Memorial Dr., Ste. 202, Tulsa, OK 74133.

Cancellation by You is deleted in its entirety and replaced with the following: You may cancel this Agreement by submitting a written request to the Administrator or Seller containing a copy of Your Agreement and the current mileage on Your Vehicle. During the first thirty (30) days from the Agreement Purchase Date, We or the Dealer will refund You one hundred percent (100%) of the Agreement Purchase Price. After the first thirty (30) days from the Agreement Purchase Date, We will refund You a pro-rated amount of the Agreement Purchase Price, based on the greater of the number of days the Agreement was in force or the miles driven compared to the total Agreement Term, less a twenty-five dollar (\$25) cancellation fee, within thirty (30) days after the Agreement has been returned to Us. The Term of this Agreement for cancellation purposes will be based on the Agreement Purchase Date and the Vehicle mileage on such date 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 a refund is owed, the refund will be paid or credited within thirty (30) days from the date the Obligor, Administrator, or Dealer/Seller receives notice of cancellation from the Agreement Holder.

Cancellation by Us is deleted in its entirety and replaced with the following: We may cancel this Agreement during the first thirty (30) days of the Agreement Purchase Date for any reason. After thirty (30) days, We may cancel this Agreement for material misrepresentation or fraud by You at time of sale or non-payment of Agreement Purchase Price by You. If We cancel this Agreement, We or the Dealer/Seller will refund You one hundred percent (100%) of the Agreement Purchase Price. No claims paid on Your Agreement will ever be deducted from any refund issued pursuant to this Agreement in Nevada. If We cancel this Agreement, no cancellation will become effective until at least fifteen (15) days after the notice of cancellation is mailed to You. If Your Agreement is financed, the lender has the right to receive the lender portion of the cancellation refund amounts. If Your Vehicle is repossessed, stolen or declared a total loss, You authorize the Service Agreement Provider to cancel this Agreement. In either case, no cancellation will become effective until at least fifteen (15) days after the notice of cancellation is mailed to You. If the Service Agreement Provider cancels this Agreement and a refund is owed, the refund will be paid or credited within thirty (30) days from the effective date of the cancellation.

Cancellation by Lienholder is deleted in its entirety.

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

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

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

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.

NEW HAMPSHIRE: DEFINITIONS is amended as follows: Obligor - Old Republic Insured Automotive Services, Inc., 8282 S Memorial Dr., Ste. 202, Tulsa, OK 74133.

CANCELLATION is amended as follows: The cancellation fee may not exceed ten (10%) percent of the amount paid by the Agreement Holder or fifty dollars (\$50), whichever is less. Claims paid will not be deducted from Your cancellation refund amount.

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

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

NEW JERSEY: DEFINITIONS is amended as follows: Administrator/Obligor - ORIAS Warranty Services, 8282 S Memorial Dr., Ste. 202, Tulsa, OK 74133.

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

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

The Agreement 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: DEFINITIONS is amended as follows: Obligor - Minnehoma Automobile Association, Inc., P.O. Box 35008, Tulsa, OK 74153-0008.

Cancellation by You is amended as follows: If the Agreement Holder's refund is not returned within thirty (30) days of return of this Agreement to Us, a ten percent (10%) penalty of the purchase price, for each thirty (30)-day period or portion thereof that the refund remains unpaid will be added to the refund. If the Agreement Holder cancels this Agreement thirty (30) days after the Agreement Purchase Date, a refund of 100% of the unearned pro-rata Agreement Purchase Price will be provided based on the greater of the number of days the Agreement was in force or the miles driven compared to the total Agreement Term, less a cancellation fee of fifty dollars (\$50) or ten percent (10%) of the Agreement Purchase Price, whichever is less, and less any claims paid.

Cancellation by Us is amended as follows: No Agreement 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 Agreement Purchase Date, whichever occurs first, except on any of the following grounds: Your failure to pay an amount when due; You are convicted of a crime that results in an increase in the service required under the Agreement; Discovery of fraud or material misrepresentation by You in obtaining the Agreement or in presenting a claim for service thereunder; or Discovery of either of the following if it occurred after the Agreement Purchase Date and substantially and materially increased the service required under the Agreement: a) An act or omission by You; or b) Your violation of any condition of the Agreement. If We cancel the Agreement, notice of such cancellation will be delivered to You by registered mail fifteen (15) days prior to cancellation. The notice of cancellation will state the reason for cancellation and will include any reimbursement required. The cancellation will be effective as of the date of termination as stated in the notice of cancellation.

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

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

Cancellation by Us is amended as follows: If the Obligor cancels, a notice of cancellation will be sent to the Agreement Holder, which will include the effective date of the cancellation and the reason for the cancellation. The Obligor will mail a notice of cancellation to the Agreement Holder at least fifteen (15) days prior to cancellation.

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

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

NORTH CAROLINA: Cancellation by You & Cancellation by Lienholder 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.

Cancellation by Us is amended as follows: We may only cancel this Agreement for non-payment of premium or for a direct violation of the Agreement by You.

OHIO: Cancellation by You is amended as follows: In the event You cancel the Agreement and no refund is received, You may contact the insurance company indicated in the **OBLIGATIONS** section of this Agreement for Your refund. This Agreement 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 Agreement are insured under a reimbursement insurance policy. 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.

OKLAHOMA: DEFINITIONS is amended as follows: Obligor - Minnehoma Automobile Association, Inc., P.O. Box 35008, Tulsa, OK 74153-0008 (OK SWA License No. 44198045).

Cancellation by You is deleted in its entirety and replaced with the following: You may cancel this Agreement by submitting a written request to the Administrator or Dealer/Seller containing a copy of Your Agreement. If You cancel during the first thirty (30) days from the Agreement Purchase Date, and no claim has been authorized or paid, We or the Dealer/Seller will refund You one hundred percent (100%) of the Agreement Purchase Price. After the first thirty (30) days from the Agreement Purchase Date, or if a claim was made within the first thirty (30) days, We or the Dealer/Seller shall provide a refund of one hundred percent (100%) of the unearned pro-rata premium based on the greater of the number of days the Agreement was in force or the miles driven compared to the total Agreement Term, less the cost of service provided under this Agreement and less a cancellation fee of 10% of the unearned pro-rata premium or fifty dollars (\$50), whichever is less. The Term of this Agreement for cancellation purposes will be based on the Agreement Purchase Date and the Vehicle mileage on such date. If a refund is owed, the refund will be paid or credited within thirty (30) days from the date the Obligor, Administrator, or Dealer/Seller receives notice of cancellation from the Agreement Holder.

No cancellation fee will be charged if the Lienholder cancels this Agreement.

Cancellation by Us is amended as follows: We may cancel this Agreement during the first thirty (30) days of the Agreement Purchase Date for any reason. After thirty (30) days, We may cancel this Agreement for material misrepresentation or fraud at the time of sale or for non-payment of the Agreement Purchase Price. If We cancel this Agreement, We or the Dealer will refund You one hundred percent (100%) of the Agreement Purchase Price, less the cost of service provided under this Agreement. If Your Agreement is financed, the Lienholder has the right to receive any portion of the cancellation refund amounts. If Your Vehicle is repossessed, stolen, or declared a total loss, You authorize the Lienholder to cancel this Agreement. Oklahoma service warranty statutes do not apply to commercial use references in service warranty agreements.

Coverage afforded under this Agreement is not guaranteed by the Oklahoma Insurance Guaranty Association.

The **DISPUTE RESOLUTION / ARBITRATION AGREEMENT AND CLASS ACTION** 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: DEFINITIONS is amended as follows: Obligor - ORIAS Warranty Services, Inc., 8282 S Memorial Dr., Ste. 202, Tulsa, OK 74133.

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

Arbitration is not applicable for Oregon residents; 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 Agreement: In addition to the dealer warranty required by this law, You have elected to purchase this Agreement, which may provide You with additional protection during the dealer warranty period and provides protection after the dealer warranty has expired. You have been charged separately only for this Agreement. The required dealer warranty is provided free of charge. Furthermore, the definitions, Coverages, and exclusions stated in this Agreement apply only to this Agreement and are not the terms of the required dealer warranty.

SOUTH CAROLINA: DEFINITIONS is amended as follows: Obligor - Old Republic Insured Automotive Services, Inc., 8282 S Memorial Dr., Ste. 202, Tulsa, OK 74133.

If You have any questions regarding this Agreement or a complaint against Us, You may contact the South Carolina Department of Insurance, Capital Center, 1201 Main Street, Ste. 1000, Columbia, SC 29201, or by phone at (800) 768-3467.

Cancellation by You section is amended as follows: A ten percent (10%) penalty per month, based on the amount outstanding, 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.

Cancellation by Us is amended as follows: If We cancel, We will mail a written notice to You at the last known address that We have on file for You at least fifteen (15) days prior to cancellation. The notice shall state the effective date and reason for cancellation. Notice shall not be required if the reason for cancellation is nonpayment, a material misrepresentation, or a substantial breach of duties by You relating to the Vehicle or its use.

TEXAS: Cancellation by You is deleted in its entirety and replaced with the following: If the Agreement Holder cancels this Agreement before the thirty-first (31) day of the Agreement Purchase Date, the Agreement Holder will receive a full refund of the total Agreement Purchase Price. If a claim has been incurred before the thirty-first (31) day, the Agreement Holder shall receive a full refund of the Agreement Purchase Price less claims paid. If the Agreement Holder cancels this Agreement after the thirty-first (31) day, the Agreement Holder will receive a pro-rata refund of the total Agreement Purchase Price, based on the greater of the number of days the Agreement was in force or the miles driven compared to the total Agreement Term, less claims paid and the applicable cancellation fee in the amount of fifty dollars (\$50). The Term of this Agreement for cancellation purposes will be based on the Agreement Purchase Date and the Vehicle mileage on such date. If a refund is owed, the refund will be paid or credited within thirty (30) days from the date the Obligor, Administrator, or Dealer/Seller receives notice of cancellation from the Agreement Holder. A ten percent (10%) penalty per month shall be added to a refund that is not made within forty-five (45) days after return of the Agreement to Us.

Cancellation by Us is amended as follows: If We cancel this Agreement for any reason other than non-payment of the Agreement Purchase Price or material misrepresentation by You to Us, We shall mail a written notice of cancellation to You at the last known address before the fifth (5th) day preceding the effective date of cancellation. The notice will state the effective date of cancellation and the reason for cancellation. If a covered claim is not paid or a refund is not provided within forty-five (45) days after You have filed proof of loss with Us, You may contact or file a claim directly with the insurance company listed in the Obligations section of this Agreement.

If You have any questions regarding the regulation of this Agreement or a complaint against Us, You may contact the Texas Department of Licensing and Regulation at 920 Colorado St., Austin, Texas 78701 or P.O. Box 12157, Austin, Texas 78711, (512) 463-6599. Our service contract provider license number is: 893.

UTAH: DEFINITIONS is amended as follows: Obligor - Old Republic Insured Automotive Services, Inc., 8282 S Memorial Dr., Ste. 202, Tulsa, OK 74133.

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

This Agreement does not provide deductible coverage for any third-party claims.

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

OBLIGATIONS is amended as follows: In the event the Obligor fails to pay a claim within sixty (60) days, or if the Obligor becomes insolvent or ceases to conduct business during the Term of this Agreement, You may file a direct claim with the insurer as designated in the **OBLIGATIONS** section. To do so, please call the following number for instructions: 800-331-3780.

DISPUTE RESOLUTION / ARBITRATION AGREEMENT AND CLASS ACTION section is amended as follows: ANY MATTER IN DISPUTE BETWEEN CONSUMER AND ADMINISTRATOR/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 ADMINISTRATOR/OBLIGOR. ANY DECISION REACHED BY ARBITRATION SHALL BE BINDING UPON BOTH CONSUMER AND ADMINISTRATOR/OBLIGOR. THE ARBITRATION AWARD MAY INCLUDE ATTORNEY'S FEES, IF ALLOWED BY STATE LAW, AND MAY BE ENTERED AS A JUDGMENT IN ANY COURT OF PROPER JURISDICTION. THE ARBITRATOR SHALL BE PROHIBITED FROM AWARDING PUNITIVE, CONSEQUENTIAL, SPECIAL, INCIDENTAL, AND EXEMPLARY DAMAGES. THE ARBITRATOR MAY AWARD A PARTY ONLY ITS ACTUAL DAMAGES AND THE ARBITRATOR MAY AWARD EQUITABLE RELIEF INCLUDING INJUNCTIVE RELIEF. AN ARBITRATION AWARD MAY NOT BE SET ASIDE IN LATER LITIGATION EXCEPT UPON THE LIMITED CIRCUMSTANCES SET FORTH IN THE FEDERAL ARBITRATION ACT, 9 U.S.C. §1 ET SEQ. AN AWARD IN ARBITRATION WILL BE ENFORCEABLE UNDER THE FEDERAL ARBITRATION ACT BY ANY COURT HAVING JURISDICTION.

VERMONT: DEFINITIONS is amended as follows: Obligor - Old Republic Insured Automotive Services, Inc., 8282 S Memorial Dr., Ste. 202, Tulsa, OK 74133.

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

VIRGINIA: DEFINITIONS is amended as follows: Obligor - Old Republic Insured Automotive Services, Inc., 8282 S Memorial Dr., Ste. 202, Tulsa, OK 74133.

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

WASHINGTON: Initial_____ WA Residents Only: By initialing, You acknowledge that You have reviewed the CANCELLATION and OBLIGATIONS sections of this Disclosure. Additionally, You have reviewed the SCHEDULE OF COVERAGES, EXCLUSIONS-WHAT IS NOT COVERED, GENERAL PROVISIONS, TERM and FILING A CLAIM procedures set forth in this Agreement.

DEFINITIONS is amended as follows: Administrator/Obligor is Minnehoma Automobile Association, Inc., 8282 S Memorial Dr., Ste. 202, Tulsa, OK 74133.

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

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

Our performance under this Agreement is insured by an insurance policy issued to Us by the insurance company listed in the **OBLIGATIONS** section of this Agreement (Policy No. T3-46-0244). If You cancel this Agreement, You may apply for a refund with the insurance company. You may file a claim directly with the insurance company without restrictions. The warranty of merchantability on the Vehicle is not waived if the Agreement was purchased within ninety (90) days of the purchase date of the Vehicle, and the provider or service contract seller also sold the covered Vehicle. The state of Washington is the jurisdiction for any civil action in connection with this Agreement. The warranty of merchantability on the Vehicle is not waived if the Agreement was purchased within ninety (90) days of the purchase date of the Vehicle, and the provider or the service contract seller also sold the covered Vehicle.

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

WASHINGTON D.C.: DEFINITIONS is amended as follows: Obligor - Old Republic Insured Automotive Services, Inc., 8282 S Memorial Dr., Ste. 202, Tulsa, OK 74133.

Cancellation by You is amended as follows: If the Agreement 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 Agreement and upon receipt of the Administrator. The cancellation fee may not exceed ten (10%) percent of the Agreement Purchase Price or fifty dollars (\$50), whichever is less.

Cancellation by Us section is amended as follows: In the event of cancellation by the Obligor, the notice of cancellation will include the effective date of, and reason for, the cancellation.

WEST VIRGINIA: Cancellation by You is amended as follows: The cancellation fee does not apply in West Virginia.

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

The **DISPUTE RESOLUTION / ARBITRATION AGREEMENT AND CLASS ACTION** 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 the 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: DEFINITIONS is amended as follows: Administrator/Obligor - Minnehoma Automobile Association, Inc., P.O. Box 35008, Tulsa, OK 74153-0008.

Cancellation by You is amended as follows: The Agreement Holder may cancel this Agreement within thirty (30) days of the Agreement Purchase Date, or thirty (30) days from mailing if the Agreement is provided to You by mail and receive a full refund of the total Agreement Purchase Price, less any claims paid. The Agreement Holder may cancel this Agreement after thirty (30) days and receive a pro-rata refund of the total Agreement Purchase Price based on the greater of the number of days the Agreement was in force or the miles driven compared to the total Agreement Term, less claims paid and less the applicable cancellation fee in the amount of fifty (\$50) dollars or ten percent (10%) of the amount paid by the Agreement Holder, whichever is less. The Term of this Agreement for cancellation purposes will be based on the Agreement Purchase Date and the Vehicle mileage on such date. If a refund is owed, the refund will be paid or credited within thirty (30) days from the date the Obligor, Administrator, or Dealer/Seller receives notice of cancellation from the Agreement Holder. A ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within thirty (30) days after the return of the Agreement to the Obligor, Administrator, or Dealer/Seller.

Cancellation by Us is amended as follows: We may only cancel this Agreement for non-payment of the Agreement 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 Agreement within thirty (30) days of the Agreement Purchase Date, a full refund of the total Agreement Purchase Price will be issued. At any other time, We will refund 100% of the unearned pro-rata Agreement Purchase Price, based on the greater of the number of days the Agreement was in force or the miles driven compared to the total Agreement Term will be issued, less any claims paid. In the event of a total loss within thirty (30) days of the Agreement Purchase Date of property covered by the Agreement that is not covered by a replacement of the property pursuant to the terms of the Agreement, an Agreement Holder shall be entitled to cancel the Agreement and receive a full refund of the total Agreement Purchase Price, less any claims paid. In the event of a total loss after thirty (30) days of the Agreement Purchase Date of property covered by an Agreement that is not covered by a replacement of the property pursuant to the terms of the Agreement, an Agreement Holder shall be entitled to cancel the Agreement and receive a pro-rata refund of any unearned provider fee less any claims paid. If a covered claim is not paid within thirty (30) days after an Agreement Holder provides proof of loss, or if the Obligor becomes insolvent or otherwise financially impaired, the Agreement Holder may file a claim directly with the insurance company, listed in the **OBLIGATIONS** section of this Agreement, 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 AGREEMENT IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE.

WYOMING: DEFINITIONS is amended as follows: Obligor - ORIAS Warranty Services, 8282 S Memorial Dr., Ste. 202, Tulsa, OK 74133.

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

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