

**Administrative office:**

{{obj.dealer.company.name}}  
 {{obj.dealer.company.address}}  
 {{obj.dealer.company.city}}, {{obj.dealer.company.state}}  
 {{obj.dealer.company.zip\_code}}  
 Tel: {{obj.dealer.company.phone}}



{{obj.agreement\_number}}  
 AGREEMENT NUMBER

**VEHICLE SERVICE SUBSCRIPTION**

<b>Vehicle information:</b>				
Year {{obj.Year}}	Make {{obj.Make}}	Vehicle Model {{obj.Model}}	Vin # {{obj.VIN}}	Milage at time of sale {{obj.mileage}}
Vehicle Purchase Date {{obj.vehicle_purchase_date}}	Vehicle Purchase Price {{obj.vehicle_price}}	Agreement Purchase Date {{obj.purchased_date date:'D d M Y'}}	Subscription Set Up Fee \${{obj.retail_price}}	
Optional Equipment Mandatory Surcharge – Must be identified at time of purchase for coverage to apply (See Section II for Coverage details)				
<input type="checkbox"/> 4x4/AWD	<input type="checkbox"/> Turbo/Supercharger	<input type="checkbox"/> Diesel/Turbo Diesel	<input type="checkbox"/> One Ton Vehicle	
<b>Purchaser Information</b>				
Last name {{obj.last_name}}	First name {{obj.first_name}}	Middle name {{obj.middle_name}}	Email {{obj.email}}	
Address {{obj.address}}	City {{obj.city}}	State {{obj.state}}	Zip {{obj.zip_code}}	Telephone {{obj.phone}}
<b>Dealer/seller Information:</b>				
Dealer/seller Name {{obj.dealer.name}}			Telephone {{obj.dealer.phone}}	
Address {{obj.dealer.address}}	City {{obj.dealer.city}}	State {{obj.dealer.state}}	Zip Codes {{obj.dealer.zip_code}}	
<b>Agreement Information:</b>				
Plan Name C1-2 Powertrain Plus			Monthly Subscription: \$69.95	
Coverage Level (You may select ( ) only one coverage. See Section II Coverage for details) <input checked="" type="checkbox"/>		You understand you will be autobilled monthly for \$69.95 to the method of payment provided to the dealer. If you wish to cancel your subscription you must notify us in writing at <a href="mailto:admin@dealeradmin.io">admin@dealeradmin.io</a> . <a href="#">SUSCRIBE HERE</a>		
{{obj.term title}}. Deductible: <input checked="" type="checkbox"/> \${{obj.deductible}}				
Your subscription has a 30 day exclusionary period from the agreement purchase date. Your benefits are limited to \$5,000 per year and will pay \$80 per hour labor rate to the repair facility. If your payment is declined for any reason your subscription will cancel and you will forfeit all benefits of this agreement and it is not renewable. All benefits end at 200,000 miles on the odometer or the the expiration date whichever comes first.				
<b>Agreement Term</b>	{{obj.data.term.month floatformat:'2'}} MONTHS		THERE ARE NO BENEFITS BEYOND 200,000 MILES	
<b>Acceptance of Terms, Conditions and Coverage</b>				
This Agreement is between You and Administrator/Obligor and describes the Coverage Level for the Agreement Term selected above. You (the undersigned) hereby apply for a Vehicle Service Agreement ("Agreement") providing mechanical repair or replacement service covering the Vehicle Model listed above. Your signature below means You have read and fully understand the Agreement Term, Coverage Level, Terms and Conditions and Exclusions of this Agreement. If the Vehicle is ineligible for coverage the Administrator will notify You within thirty (30) days of Administrators receipt of the Agreement. You acknowledge Your understanding of and agreement to the Arbitration Agreement and Class Action Waiver in this Agreement. You further understand that this Agreement is not required to obtain financing for the Vehicle, Your acceptance of this coverage under this Agreement is voluntary, and You are responsible for paying the Deductible for each repair visit, as selected in the Agreement Information section above. This Agreement is based on information You provided in this Application Page. You acknowledge receipt of Your copy of this Agreement.				
Customer Signature		Purchase Date	Dealer / Seller Representative – Signature	

## I. DEFINITIONS

The following words whether capitalized or in bold have the following meaning throughout this **Agreement**.

**Administrator/ Obligor, We, Us, Our:** Magellan Service Corporation, 8220 San Pedro NE, Ste. 515, Albuquerque, NM 87113 (877) 674-6123 who is the **Administrator/Obligor** to this **Agreement** except in the states of Florida, Louisiana, and Oklahoma. In the states of Florida, Louisiana, and Oklahoma, the **Obligor** is Lyndon Southern Insurance Company [10151 Deerwood Park Blvd., Bldg. 100, Ste. 500, Jacksonville, FL 32256, Tel: (800) 888-2738, Florida License No. 03698 and Oklahoma License No. 864264.] In the state of Florida, LOTSOLUTIONS, INC. is providing administration on behalf of Lyndon Southern Insurance Company.

**Agreement** – This Vehicle Service Agreement providing mechanical repair or replacement service which is a contract between **You** and **Us**.

**Agreement Term** – The number of Months or Miles the **Agreement** is in force provided the appropriate fee is paid and received by **Us**.

**Breakdown** – The failure of any original or replacement part covered by the **Agreement** when: (1) The covered part fails to perform as it was originally designed to work under normal driving use, (2) Failure is due to a material defect in workmanship, (3) Failure is outside the manufacturer's tolerance or specifications, (3) Normal wear and tear exceeds the manufacturer's tolerance and specifications, and (4) The **Vehicle** has received all required maintenance recommended by the manufacturer as outlined in the Owner's Manual.

**Cost** – The charges for parts and labor necessary to repair or replace covered parts. Replacement of any covered part may be made with new, remanufactured, rebuilt or like kind and quality at the time of repairs at the discretion of the **Administrator/Obligor**. Parts will be reimbursed up to manufacturer's suggested list price for parts.

**Dealer/Seller** – The retail seller of this **Agreement** to **You** by the **Dealer/Seller** listed in the **Dealer/Seller** Information section in the Application Page for the covered Vehicle Model listed in the Application Page.

**Deductible** – The amount **You** must pay for covered repairs per visit as indicated in the **Agreement** Information section of the Application Page. The standard

**Deductible** is \$ {{obj.deductible}}. If no **Deductible** amount is selected on the Application Page, a \$200 **Deductible** will apply per repair visit. If **Your** cost is a **Warranty Deductible** charge imposed by a Manufacturer's Warranty, **We** will reimburse **You** for the Manufacturer's Deductible up to the amount **You** selected in the **Agreement** Information section of the Application Page. **Deductible** does not apply to Emergency Roadside Assistance.

**Pre-Existing Conditions** – Any Vehicle, at time of claim for service, which is determined to have a failure that is due to a condition which indicates the Vehicle was not in good mechanical working order at the time this **Agreement** was purchased on the Vehicle.

**Exclusionary Period - Is 30 days from the agreement date on the first page. No claims will be paid or considered during the exclusionary period.**

**Repairs or Services** – Those types of services as described in this **Agreement** under section II. – Coverage

**Repair Facility** – The **Dealer/Seller** or a licensed Repair Facility located in the continental United States, Alaska, Hawaii or Canada, open to the public during normal business hours and is licensed to perform repairs and provide a minimum thirty (30) day warranty from the date of service on all repairs completed, and is approved by the **Administrator**. All repairs must be authorized by the **Administrator** prior to any work being completed.

**Vehicle or Covered Vehicle** - The **Vehicle** described in the Vehicle Information section on the Application Page.

**Warranty** – Any warranty of the manufacturer or any other warranty required by a state or given by a **Dealer/Seller** or **Repair Facility**.

**You or Your** - The purchaser identified under the Purchaser Information section on the Application Page.

## II. Schedule of COVERAGE

**Coverage** - During the **Agreement** Term, **We** will cover the necessary **Cost** to pay a **Repair Facility**, or at **Our** option, reimburse **You** the **Cost** to remedy any **Breakdown** of the parts listed below, less the **Deductible**. We **DO NOT** cover any part, component or service not specifically covered by this **Agreement**.

**At the Administrator's option, replacement parts used in covered repairs may include new, remanufactured, used or non-original equipment manufactured parts. All parts will conform to manufacturer's specifications.**

## SCHEDULE OF COVERAGE

Replacement of any part may be made with new parts or with parts of like kind and quality at the time of breakdown, including remanufactured or non-original manufacturer's parts or used parts, at the option of the selling dealer. In order to receive the full coverage of this limited service agreement you must, at your expense, maintain your vehicle according to the manufacturer's. minimum service requirements. Evidence of proper service (service invoices) must be submitted in the event of any claim. See (above) WHAT TO DO IF YOU NEED REPAIRS: **1. MAINTENANCE REQUIREMENTS:**

**POWERTRAIN ENGINE:** Internally lubricated parts (requiring lubrication for operation) contained within the Engine, including Pistons, Piston Rings and Pins, Connecting Rods, Connecting Rod Bearings; Crankshaft, Crankshaft Main Bearings, Camshaft, Camshaft Bearings, Cam Followers, Timing Chain, Timing Gears, Rocker Arms, Rocker Shafts, Rocker Bushings, Valves, Valve Guides, Valve Lifters, Valve Springs, Valve Seals, Valve Retainers, Push Rods, Water Pump, Oil Pump, Fuel Pump, Dipstick and Tube, Harmonic Balancer, Oil Pan, Timing Chain Cover, Intake and Exhaust Manifolds, Valve Covers, Engine Mounts, Cylinder Block and Cylinder Head(s) are covered if damaged as the result of the failure of a covered internal part of the engine. Head Gaskets; Intake Gaskets and Exhaust Manifold Gaskets.

**TURBO CHARGER/SUPER CHARGER** (factory installed only): Internally lubricated Parts contained within Housing, plus: Housing if damaged as the result of the failure of an internal part. **TRANSMISSION** (Automatic or Standard): Internally lubricated Parts (requiring lubrication for operation) contained within the Transmission Case (With the exclusion of the following: Manual Clutch, Clutch, Pressure Plate & Throwout Bearing, Linkage, Cables, Shifter, Clutch Slave Cylinders; Electronic Switches & Solenoids), plus: Torque Converter, Vacuum Modulator, and Transmission Mounts. (Oil Pan and Transmission Case, if damaged as the result of the failure of a covered Internal Part of the Transmission)

**TRANSFER CASE 4X4/AWD:** Internally lubricated parts (requiring lubrication for operation) contained within the Transfer Case. including carrier case, gear sets, chain and sprockets, bearings, and bushings, axle shafts, front hub bearings, rear hub bearings The Transfer Case is also covered if damage is the result of the failure of an Internal Part of the Transfer Case. Locking hub assemblies (4X4) drive shaft support, drive shaft and fasteners for these components.

**DRIVE AXLE** (Front and Rear): All Internally lubricated Parts contained within the Drive Axle, plus; Locking Hubs, Drive Shafts, Universal Joints, Constant Velocity Joints (unless failure was caused by torn/contaminated C.V. Boot) and Axle Bearings. (Oil Pan and Drive Axle Case if damaged as the result of the failure of a covered internal Part of the Drive Axle)

AUTHORIZATION IS REQUIRED FROM THE ADMINISTRATOR PRIOR TO ANY AND ALL REPAIRS OR REPLACEMENT OF COVERED COMPONENTS. FOR ROADSIDE ASSISTANCE OR TO FILE A CLAIM GO TO [WWW.DEALERADMIN.IO/CLAIMS](http://WWW.DEALERADMIN.IO/CLAIMS) OR CALL: TOLL FREE 800-436-9498

This is not a vehicle liability insurance contract. This is not an automobile physical damage insurance contract. MOPTVSC (Form # 14030) 3/20  
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**STEERING:** Steering gearbox or rack and all internal lubricated parts, (examples include rack and pinion equipped valve assembly, sector shaft, rack mounts and cushions, inner rod ends and bellows boots, speed sensor or steering gear equipped pitman shaft and valve assembly, and bearings), bushings, pitman arm, center link, idler arm, power steering pump/electric steering motor, power steering pump pulley, fluid reservoir, coupling, and fasteners for the components listed above

**BRAKES:** Wheel cylinders, master cylinder, combination valve, assist booster, disc brake calipers, hard lines and fittings, backing plates, springs, clips and retainers, self-adjusters, parking brake linkage and cables, and fasteners for these components

**ELECTRICAL:** Alternator, voltage regulator, starter motor and starter solenoid, front and rear Windshield wiper motors and fan, ignition coils, electronic ignition module, body control module, engine control module, and engine management control unit.

**COOLING:** Water pump, engine fan motor, radiator fan clutch, thermostat and thermostat housing.

**Air Conditioning:** Condenser, compressor, clutch and pulley, orifice tube, accumulator, HVAC control module, high/low pressure cutoff switches, high pressure hoses, pressure cycling switch, thermostat, drier, temperature control head, and Freon-refrigerant if necessary for a covered repair.

**FUEL SYSTEM:** Fuel injection delivery pump, and fuel injectors (electrical failure only).

**SUSPENSION:** Bump stop cushions, torsion bar mounts and bushings, upper and lower ball joints including dust boots, steering knuckle (spindle), spindle support, stabilizer shaft, stabilizer linkage including mounts, and bushings, kingpins, and fasteners for the components listed above.

**SEALS and GASKETS:** Should seals and gaskets be required in conjunction with the repair of a covered component, coverage will be extended to include seals and gaskets on said components up to 100,000 odometer miles. The cylinder head gasket(s), exhaust manifold gasket(s), and intake manifold gasket are the only gaskets covered as a gasket failure alone up to 100,000 odometer miles. The cylinder head gasket(s), exhaust manifold gasket(s), and intake manifold gasket up to 150,000 miles

**LABOR, TEAR DOWN & DIAGNOSTICS – Labor, tear down and diagnostic time for the repair will be based on ALLDATA flat rate time to repair or replace a covered component. The hourly labor rate will be the Repair Facility posted labor rate up to \$80.00 per hour. If Your facility's rate exceeds the \$80.00 per hour rate, You are responsible for the difference.**

**RENTAL CAR BENEFIT –** In the event of a **Breakdown** of a covered part, **You** will be reimbursed for expenses incurred for substitute transportation up to forty dollars (\$40.00) per day, for up to five (5) days, not to exceed \$200.00 per occurrence. To qualify for the first day of rental reimbursement, the **Vehicle** must be held overnight at the **Repair Facility** and the covered repairs exceed four (4) labor hours as defined by ALLDATA flat rate time. A substitute vehicle must be rented from a nationally recognized rental agency and receipts are required for reimbursement.

**ROADSIDE ASSISTANCE –** Roadside Assistance benefits are provided to **You** for the term of the **Agreement** for up to fifty dollars (\$50.00) per occurrence, with an aggregate of four (4) occurrences during the **Agreement** Term. **You** are entitled to one (1) Roadside Assistance service per 72 hours. To receive these benefits, **You** must call the **Administrator 877-674-6123** prior to receiving assistance and provide the representative **Your Agreement** number found on the top right corner of the Application Page. Roadside Assistance benefits are only available while this **Agreement** is in effect. The following benefits are available:

**1 ) Towing –** When towing is necessary, the **Covered Vehicle** will be towed to the Selling Dealer or nearest qualified facility as determined by the Administrator. Towing costs are subject to the per occurrence limit above, any additional costs will be **Your** responsibility and payment will be expected at time service is rendered.

**( 2 ) Battery Service –** If a battery failure occurs, a jump start will be applied to start the **Covered Vehicle**.

**( 3 ) Flat Tire Assistance –** Service consists of the removal of the **Covered Vehicle's** flat tire and its replacement with **Your Covered Vehicle's** inflated spare tire. If Your Covered Vehicle's inflated spare tire is not available, Vehicle will be towed to the nearest service facility subject to the benefit limitations.

**( 4 ) Emergency Fluid Delivery Service –** An emergency supply of up to three (3) gallons of gasoline; oil, fluid or water will be delivered to the **You** if the **Covered Vehicle** is in immediate need. **You** are responsible for and must pay for the fuel or other fluids when it is delivered.

**( 5 ) Lock-Out Assistance –** If **Your** keys are locked in the **Covered Vehicle**, assistance will be provided in gaining entry to the **Vehicle**. **You** must provide identification and proof of ownership at the time the lock-out assistance is provided.

### III. CLAIM PROCEDURES

#### Claims Procedures:

##### Filing a Claim –

**You are responsible for all expenses and repair costs if it is determined that the Breakdown is not covered under this Agreement. If Your Vehicle incurs a Breakdown, it is Your responsibility to ensure that You and the Approved Repair Facility follow the procedures listed below.**

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

**1. Prevent Further Damage –** Take immediate action to protect Your Vehicle from further damage. Your Agreement will not cover the damage caused by not securing a timely repair when a Breakdown has occurred. You are responsible for observing Your Vehicle warning lights and gauges and taking appropriate action immediately to prevent further damage. Failure to do so may result in the denial or the limitation of coverage.

**2. We recommend that You return to the Seller/Dealer for repairs. If You are within one hundred fifty (150) miles of the Dealer/Seller, OR Take Your Vehicle to any licensed Repair Facility. Your Vehicle must be at a Repair Facility for a claim to be submitted. If You need assistance in locating a Repair Facility, contact the Administrator at 1 877-674-6123. If Your Vehicle requires towing to the Repair Facility the Towing reimbursement is limited to fifteen (15) miles. Costs for mileage in excess of fifteen (15) miles will be Your responsibility.**

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

**4. Repair Authorization –** Prior to any repair being made, the Repair Facility must contact the Administrator with the estimate of repairs containing both parts and labor, and to obtain an authorization for the claim. The Administrator's Claim Department can be contacted Monday through Friday, 8:00 a.m. to 6:00 p.m. MST at 877-674-6123. No repairs are to be made on Your Vehicle until an authorization number is issued by the Administrator. Any claim for repairs without prior authorization will not be covered.

**If You require emergency repairs, or services outside of Our regular business hours, You make take one of the following steps: (1) Wait until regular business hours and then follow the normal claim procedures, (2) authorize and pay for any teardown or diagnostic time needed to determine whether You have a covered Breakdown. If You reasonably determine that You have a covered Breakdown and You choose to have Your Vehicle repaired, You are responsible for paying for the repair. You must then call the Administrator during the next available business hours so the Administrator can determine whether there was a covered Breakdown. If the Administrator determines that there was a covered Breakdown, then We will pay You in accordance with the terms and conditions of this Agreement.**

AUTHORIZATION IS REQUIRED FROM THE ADMINISTRATOR PRIOR TO ANY AND ALL REPAIRS OR REPLACEMENT OF COVERED COMPONENTS. FOR ROADSIDE ASSISTANCE OR TO FILE A CLAIM GO TO [WWW.DEALERADMIN.IO/CLAIMS](http://WWW.DEALERADMIN.IO/CLAIMS) OR CALL: TOLL FREE 800-436-9498

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5. **Authorize Tear-Down – You Authorize the Repair Facility to perform necessary diagnostic work and provide “teardown (to the cause of Breakdown)” authorization so that the Repair Facility can provide accurate diagnosis and estimate of repairs. Benefit amount paid is subject to whether the Breakdown is the result of a covered component. See the plan You purchased for further details.**
6. **Allow the Administrator to inspect Your Vehicle prior to any repairs being made.**
7. **After investigating Your Vehicle’s component Breakdown, in case of a discrepancy in findings, the Administrator reserves the right to have repairs done at a location other than the one You have selected.**
8. **Payment of Claims - To obtain payment for a covered repair, You, or the Repair Facility must submit a legible copy or original repair order to the Administrator. Repair orders must be readable and understandable, and contain the following information: Repair Facility name, address and phone number, Your name, address and phone number, Your complaint, repair diagnosis, parts and labor hours, authorization number, vehicle identification number, vehicle mileage, year, make and model and Your signature. Authorization number issued by the Administrator must appear on all receipts submitted for reimbursement. No invoices will be processed without a valid authorization number. The authorization number is valid for 180 days from the date it is issued. Once authorization is obtained, and the repair is completed, all repair orders and documentation must be submitted to the Administrator within 180 days to be eligible for payment.**

#### **YOUR RESPONSIBILITY FOR SERVICE AND MAINTENANCE**

**You** must maintain **Your Vehicle** in accordance with the manufacturer’s published maintenance requirements and maintain proper fluid levels. If **You** do not have the **Vehicle** manufacturer’s published maintenance requirements, **You** may obtain them from the local dealership representing **Your Vehicle’s** manufacturer.

**Before any repair is authorized, We** may require **You** to provide records showing that **You** have properly maintained **Your Vehicle**. **You** must retain all receipts as proof of maintenance. Acceptable receipts will include **Your** name and signature, date, mileage, services performed, year, make, model, of the **Vehicle** and Vehicle Identification Number (VIN). Reimbursement of maintenance services is not covered under this **Agreement** unless for those services specifically listed under Additional Benefits and available under the comprehensive level of coverage.

If **You** perform the required maintenance on **Your Vehicle** yourself, **You** must maintain a log noting the date, mileage and type of maintenance service performed. Each log entry must have a corresponding receipt, dated within the two (2) weeks prior to the date on the log, for the materials needed for the service performed (e.g. filters, oils and lubricants). Receipts that do not reflect a date within two (2) weeks of the service date are not acceptable.

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#### **IV. TERMS AND CONDITIONS**

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

1. This Agreement is between the Purchaser of the Agreement (You) and the Administrator/Obligor and applies only to the Vehicle identified in the Application Page under the Vehicle Information section. In no event shall the Administrator be liable for any direct, indirect, punitive, special, incidental, consequential damages or any damages arising out of or connected with the repairs performed under this Agreement.
2. Agreement Period - The Agreement Term begins on the Agreement Purchase Date (effective date) and expires on the passing of the number of months selected.
3. Limit of Liability - Our maximum liability for Coverage is the Cost to repair any covered Breakdown as per the terms of this Agreement. The total of benefits payable for the Term of the Agreement shall not exceed the lesser of: original Vehicle Purchase Price as shown on the Application Page or the NADA Guide for trade-in value of the Vehicle at the time of repair or \$5000.
4. Odometer – Your odometer must function and display at all times. A non-working odometer, odometer display or cluster containing the odometer, or odometer that has been stopped, altered or misrepresents the actual mileage voids the Agreement without cancellation. No refund will be paid.
5. You are responsible for properly maintaining the Vehicle in accordance with the manufacturer’s specifications and to protect against further damage from continued operation or damage from overheating.
6. Coverage is limited to the repair or replacement of any covered component found to be defective beyond manufacturer’s specifications, which includes covered components listed on a Manufacturer’s Technical Service Bulletin which has caused or created a Breakdown as defined in this Agreement.
7. Breakdown of a covered component must occur while the Agreement is in force.
8. Administrator will make arrangements for payment in the amount of the authorized amount less related charges not covered by the Agreement, less a `{{obj.deductible}}` Deductible per repair visit, if applicable.
9. You must provide your Agreement number when contacting the Administrator.
10. Administrator does not allow any third party to create any obligation or liability in connection with this Agreement.
11. The Dealer/Seller is not an agent of the Administrator.
12. Notice to Consumers: Purchase of this Agreement is not required to purchase or finance a Vehicle. The terms of this Agreement control the Agreement between You and Us. No change or modification to the written terms is valid. This Agreement is based on information You provided in the Application. Misrepresentation in the Application will result in rejection or cancellation of this Agreement. If a provision of this Agreement is or becomes illegal, invalid or unenforceable in any jurisdiction, that shall not affect the validity or enforceability in that jurisdiction of any other provision of this Agreement.
13. Subrogation: If You receive benefits under this Agreement and You have a right to recover from another party including, without limitation, any manufacturer, insurance company or service agreement provider who may be responsible to You for Costs, Repairs or Services under this Agreement, Your rights to recover automatically become Our rights to recover. If We ask, You agree to cooperate with Us in any matter concerning this Agreement or, to enforce Our rights.
14. Coverage is limited to Breakdowns which occur during the Agreement Term. This Agreement applies only to repairs occurring within the continental United States of America, Alaska, Hawaii or Canada.



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

This Agreement excludes the following parts and services:

1. Pre-Existing Condition(s). Any Vehicle, at the time of claim, which is determined to have a Breakdown that is due to a condition which indicates the Vehicle was not in good working order at the time this Agreement was purchased on the Vehicle.
2. Components not listed regardless of the Breakdown.
3. Component Breakdowns occurring before Agreement Purchase Date shown in the application are NOT covered. Administrator and/or Obligor do not warranty the Vehicle at time of purchase.
4. Repairs performed without Administrator's prior authorization.
5. For costs covered by any Warranty, insurance policy or any other guarantee, regardless of whether they honor such a warranty or guarantee.
6. For a Breakdown caused by or involving collision, flood, fire, theft, conditions of the environment, regardless of the cause.
7. Damage that results from someone altering or modifying the Vehicle from the original manufacturer's specification, including but not limited to modifications to the: frame, suspension or body lift kits, wheels/tires (not to OEM specifications), emission systems, exhaust system, engine, transmission and differential, regardless of when and where the modifications were made.
8. Repairs caused by the misuse of the Vehicle, tampering with the Vehicle, improper adjustments, improper fuels, fluids, lubricants or grease; improper maintenance, failing to maintain the Vehicle in accordance with the manufacturer's recommendations.
9. Breakdown of a covered component caused by a non-covered component, previous or improper repairs and repairs performed due to an improper diagnosis.
10. For any Breakdown caused by contamination, overheating, lack of qualities or quantities of coolant, lubricants or fluids.
11. For a Breakdown caused by or involving modifications.
12. Parts and labor needed to maintain Your Vehicle or parts of the Vehicle that require regular maintenance as recommended by the manufacturer's maintenance or replacement intervals Unless specifically indicated under the Additional Benefits section above.
13. Fuses, circuit breakers, speakers, standard transmission clutch assemblies, friction clutch disc, pressure plate and oversized/undersized tires.
14. Fluid leaks or damage caused by fluid leaks; Breakdown caused by sludge or water ingestion.
15. Freon, Filters are not covered. Fluids are not covered (unless required with the repair of a covered component under the "Comprehensive" coverage level).
16. Consequential loss or damage whatsoever, including loss, damage or injury to person(s) or property resulting from the Breakdown of any parts of Your Vehicle, the replacement of which are covered under the terms and conditions of this Agreement.
17. Seals and Gaskets are not covered by this Agreement unless required in conjunction with a covered repair. Failed seals and gaskets for covered components will be replaced except when the cause of Breakdown is the result of overheating, lack of lubrication or lack of fluids.
18. Failed components for 4 X 4/ All Wheel Drive, Turbo/Super Chargers, Diesel/Turbo Diesel, and one-ton vehicles are not covered by this Agreement (unless the optional equipment mandatory surcharge has been selected on the Application Page and paid).
19. Damage resulting from renting Your Vehicle to someone else.
20. Your Vehicle being used for Commercial Use, snow plowing, competition or speed events.
21. Fraudulent representations to obtain this Agreement or when presenting a request for Repair under this Agreement.
22. Any damage that occurs outside the continental United States of America, Alaska, Hawaii or Canada.
23. Taxes and Non-related repair facility charges, such as shop supplies.
24. Repairs if Your Vehicle has been declared a total loss, salvaged or junk vehicle.
25. For repairs of water and air leak, rattles, squeaks and wind noise.
26. For repairs recommended by a Manufacturer's Technical Service Bulletin, except as indicated under Section IV. Terms and Conditions 6.
27. For repairs made solely to maintain any governmental emission standards.
28. Exhaust systems including catalytic converters.
29. Liability for consequential or incidental damage to property or injury or death of any person.
30. Roadside Assistance Exclusions: The following are not covered under the Emergency Roadside Assistance: (1) Cost of parts, fluids, lubricants, or cost of fuel, material, additional labor relating to towing, or the cost of installation of products; (2) Non-emergency mounting or removing of any tires, snow tires, off-road tires, or similar items. Tire Repair at any location other than a roadside disablement site; (3) Trucks over one and a half ton capacity; (4) Service for any vehicles in tow; (5) Any and all fines; (6) Damage or disablement due to fire, flood or vandalism; (7) Towing from a service station, garage or repair shop. Service or repair work performed at a service station, garage or repair shop; (8) Service on a Vehicle that is not in a safe condition to be towed; (9) Non-emergency towing or other non-emergency service; (10) Impound towing or towing by other than an authorized service provider; a second tow for the same disablement. Towing or service on roads not regularly maintained, such as sand beaches, open fields, forests, and areas designated as not passable due to construction, etc. Towing at the direction of a law enforcement officer relating to traffic obstruction, impoundment, abandonment, illegal parking, or other violations of law; (11) Vehicle storage charges; (12) Coverage will not be provided in the event of emergencies resulting from the use of intoxicants or narcotics, or the use of the Vehicle in the commission of a felony; (13) Repeated service calls for a Vehicle in need of routine maintenance or repair. Only one disablement during any seventy-two (72) hour period will be accepted; (14) Service secured through any other source other than this program.

## INELIGIBLE VEHICLES

The following Vehicles are ineligible under this Agreement:

1. Any imported Vehicle that was not originally manufacturer to meet U.S. Federal Motor Vehicle Standards.
2. Any Vehicle that was reconstructed from salvage, declared a total loss, declared a lemon, or if the original manufacturer's warranty was voided for any reason.
3. Any Vehicle that is or will be used/equipped or identified as: farming, forestry, agriculture, welding, road construction or oil field industries; taxicab, rental, limousine, auto transport, shuttle or livery service, emergency response vehicles including police, fire, search and rescue, ambulance, paramedic, or security; mail carrier or any other pick up delivery services; waste removal, dump truck, hazardous material transportation; federal, state or city government, or military use; fleet/pool vehicles used by multiple drivers, or commercial use.
4. Any Vehicle equipped with a snow plow or lift kit/tire modification.
5. Any Vehicle that has the following characteristics: dump bed, step-van, high-cube van, incomplete vehicles, right hand steering vehicles, or Vehicles that have special bodies designed for commercial use.

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

#### VI. CANCELLATION OF THIS AGREEMENT

**You** may cancel this **Agreement** by submitting a written request to the **Dealer/Seller** including a copy of **Your Agreement**. During the first thirty (30) days from the **Agreement** Purchase Date, **We** or the **Dealer/Seller** will refund **You** 100% of the **Agreement** Purchase Price, less any claims paid on **Your Agreement**. After the first thirty (30) days from the **Agreement** Purchase Date, **We** or the **Dealer/Seller** will refund **You** a pro rata refund of the **Agreement** Purchase Price, based on the term remaining of the Agreement, less a [fifty dollars (\$50)] cancellation fee, less any claims paid on **Your Agreement**. After thirty (30) days, **We** may cancel this **Agreement** for material misrepresentation or fraud at time of sale. If **We** cancel this **Agreement**, **We** or the **Dealer/Seller** will refund **You** 100% of the **Agreement** Purchase Price, less any claims paid on **Your 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**. The lienholder, if any, will be named on a cancellation refund check as their interest may appear.

#### VII. TRANSFER OF THIS AGREEMENT

In the event that **You** sell the **Vehicle**, this **Agreement** shall terminate or **You** may apply for a transfer to the new owner. If **You** choose to apply for transfer of the **Agreement** to the new owner the transfer request must be made in writing within thirty (30) days from the date of sale to a private party (non-commercial party) and include the following: (1) A check for a fifty dollar (\$50) transfer fee; (2) A copy of the Application 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. To receive a refund of the unearned **Agreement** Price you must: (1) notify **Us** in writing within thirty (30) days of the sale and (2) provide a signed affidavit stating the date of the sale. If **Your Agreement** is financed, the Lienholder has the right to receive any portion of the cancellation refund amounts.

The **Agreement** may not be assigned separately from the **Vehicle**, nor can it be assigned to a New or Used Car Dealership or anyone other than an individual person that purchased **Your Vehicle**. This **Agreement** may only be transferred once. **IMPORTANT: This Agreement is not transferable to a dealer or entity in the business of selling, trading or leasing vehicles in any event.**

#### VIII. DISPUTE RESOLUTION/ARBITRATION AGREEMENT AND CLASS ACTION WAIVER

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

Arbitration 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. "Claims" does not include a statutory claim for public injunctive relief brought under any California statute enacted for a public reason, provided that **You** are a California resident or that **You** purchased **Your Agreement** in California. In arbitration, Claims are resolved by an arbitrator and not by a judge or jury. THE PARTIES, INCLUDING YOU, WAIVE ANY RIGHT TO HAVE CLAIMS DECIDED BY A JUDGE OR JURY. In addition, except as expressly stated in the Class Action Waiver or otherwise expressly stated herein, the arbitrator shall have exclusive authority to decide all issues related to the enforcement, applicability, scope, validity, and interpretation of this Arbitration Agreement, including but not limited to any unconscionability challenge or any other challenge that the Arbitration Agreement is void, voidable or otherwise invalid. Notwithstanding this agreement to arbitrate, each of the Parties retains the right to seek remedies in small claims court to resolve any Claim, on an individual basis, within the jurisdiction of small claims court. **You** acknowledge **Your** understanding that all Parties hereunder are waiving their rights to go to court, except for small claims court, to resolve any Claims arising under or related to this **Agreement**.

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

**CLASS ACTION WAIVER.** All Claims must be brought solely in an individual capacity, and not as a plaintiff or class member in any purported class action, collective action, representative action, mass action, private attorney general action or action on behalf of the general public, or similar proceeding (any such action is referred to herein as a "Class Action"). **NO CLAIM WILL BE ARBITRATED ON A CLASS ACTION BASIS.**

The Parties, including **You**, expressly waive any right or ability to bring, assert, maintain, or participate as a class member in any Class Action in court, arbitration, or any other forum, and the right for anyone to do so on **Your** behalf. The arbitrator may not consolidate more than one person or entity's claims, and may not otherwise preside over any Class Action. The arbitrator shall not have the authority to combine or aggregate multiple persons' or entities' Claims or discovery, to conduct a Class Action or to make an award to any person or entity not a party to the arbitration. Notwithstanding anything to the contrary, the Parties agree 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 number and URL: American Arbitration Association, (800) 778-7879, [www.adr.org](http://www.adr.org). The arbitration will be governed by federal substantive law and the substantive and procedural provisions of the Federal Arbitration Act ("Act"), 9 U.S.C. §§ 1-16. If federal substantive law holds that state law should apply to any issue relating to the arbitration, then the law of the state where **You** purchased the **Agreement** shall apply, without regards to conflicts of law. The arbitration will occur before a single, neutral arbitrator selected in accordance with the Code in effect at the time the arbitration is commenced. If **Your** total damage claims (not including attorney's fees) do not exceed \$25,000, then all Claims shall be resolved by the Code's Procedures for the Resolution of Disputes through Document Submission, except that a Party may ask for a hearing or the arbitrator may decide that a hearing is necessary. If a hearing is held, **You** have a right to attend the arbitration hearing in person, and **You** may choose to have any arbitration hearing held in the county in which **You** live, the closest AAA location to **Your** residence, or via telephone. In the event that the specified arbitration forum is unavailable, the Parties may agree on a substitute arbitration forum. If the Parties cannot agree, a court of competent jurisdiction may appoint a substitute arbitration forum. For information about how to initiate arbitration with the AAA, the Parties may refer to the AAA Code and forms at [www.adr.org](http://www.adr.org) or call (800) 778-7879. If **You** initiate arbitration with AAA, **You** must pay the AAA filing fee in an amount no greater than the fee **You** would have to pay if **You** filed a complaint in federal court. **We** will pay any remaining Costs of arbitration required by the Code ("Arbitration Costs"); however, if the arbitrator determines that any of **Your** claims are frivolous, **You** shall bear all of the Arbitration Costs. If **We** initiate arbitration against **You**, **We** will pay the AAA filing fee and the Arbitration Costs. Each party will pay his/her/its own attorney's fees, as well as costs relating to proof and witnesses, regardless of who prevails, unless applicable law and/or the Code gives a party the right to recover any of those fees from the other party. An arbitration award may not be set aside except upon the limited circumstances set forth in the Federal Arbitration Act. An award in arbitration will be enforceable under the Federal Arbitration Act by any court having jurisdiction. The time for commencing an arbitration asserting any Claim shall be determined by reference to the applicable statute(s) of limitations, including the applicable rules governing the commencement of the limitations period, and a Claim in arbitration is barred to the same extent it would be barred if it were asserted in court of law or equity rather than in arbitration.

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

**OPT-OUT PROVISION. YOU SHALL HAVE THE RIGHT TO OPT OUT OF THIS ARBITRATION AGREEMENT AND CLASS ACTION WAIVER BY**

**PROVIDING WRITTEN NOTICE OF YOUR INTENTION TO DO SO TO US WITHIN THIRTY (30) DAYS OF THE PURCHASE OF THIS AGREEMENT (THE DATE OF PURCHASE BEING INDICATED ON YOUR AGREEMENT).** To opt out, **You** must send written notice to either: (1) 8220 San Pedro NE, Albuquerque, NM 87113 Attn: Legal or (2) [legal@fortegra.com](mailto:legal@fortegra.com), with the subject line, "Arbitration/Class Action Waiver Opt Out." **You** must include in **Your** opt out notice: (a) **Your** name and address; (b) the date **You** purchased **Your Agreement**; and (c) the **Dealer/Seller**. If **You** properly and timely opt out, then all Claims will be resolved in court rather than arbitration.

#### **IX. INSURANCE STATEMENT**

**Our** obligations under this **Agreement** are insured under an insurance policy issued by Lyndon Southern Insurance Company 10151 Deerwood Park Blvd., Bldg. 100, Ste. 500, Jacksonville, FL 32256, Tel: (800) 888-2738, except in California, Georgia, New York, Rhode Island and Wisconsin.

In California, 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 California Department of Insurance at (800) 927-4357 or access the department's Internet Web site ([www.insurance.ca.gov](http://www.insurance.ca.gov)).

In Georgia, **Our** obligations under this **Agreement** are insured under an insurance policy issued by the Insurance Company of the South, 10151 Deerwood Park Blvd., Bldg. 100, Ste. 500, Jacksonville, FL 32256, Tel: (800) 888-2738.

In Wisconsin, **Our** obligations under this **Agreement** are backed by the full faith and credit of Magellan Service Corporation 8220 San Pedro NE, Ste. 515, Albuquerque, NM 87113, (877) 674-6123.

In New York and Rhode Island, **Our** obligations under this **Agreement** are insured under an insurance policy issued by Atlantic Specialty Insurance Company, 605 North Highway 169, Suite 800, Plymouth, MN 55441, Tel: (800) 888-2738.

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 Lyndon Southern Insurance Company, Insurance Company of the South, or Atlantic Specialty Insurance Company. To do so, please call the following toll-free number for instructions: (800) 888-2738.

X. STATE DISCLOSURES

**ALABAMA:** A twenty-five-dollar (\$25) cancellation fee is applicable. The CANCELLATION section is amended as follows: If **You** are the original **Agreement** Holder and **You** cancel this **Agreement** within thirty (30) days of the original **Agreement** Purchase Date, 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**. The lienholder, if any, will be named on a cancellation refund check as their interest may appear.

**ALASKA:** CANCELLATION section is amended as follows: **We** will retain a cancellation fee of seven and one half percent (7.5%) of the unearned pro rata **Agreement** Purchase Price, not to exceed twenty-five dollars (\$25); to be based on the days in force, as related to **Your Agreement's** term.

**ARIZONA:** Nothing in this section prevents, limits, or waives **Your** rights to file a complaint against **Us**, or seek remedy available thereto, with the Arizona Department of Insurance. CANCELLATION section is amended as follows: A twenty-five-dollar (\$25) cancellation fee is applicable. **You** may cancel this **Agreement** by submitting a written request to the **Dealer/Seller** containing a copy of **Your Agreement** and the current mileage on **Your Vehicle**. During the first thirty (30) days from the **Agreement** Purchase Date, **We** or the **Dealer/Seller** will refund **You** one hundred percent (100%) of the **Agreement** Purchase Price with no deductions for any claims or pending claims. After the first thirty (30) days from the **Agreement** Purchase Date, **We** or the **Dealer/Seller** will refund **You** a pro-rated amount of the **Agreement** Purchase Price, based on the lesser of the months or miles remaining, less a twenty-five-dollar (\$25) cancellation fee. **We** may not cancel or void this **Agreement** or any provisions of this **Agreement** due to (1) **Our** acts or omissions in failing to provide correct information or to perform services or repairs in a timely, competent, and workmanlike manner, (2) prior use or unlawful acts relating to the covered parts, (3) **Our** misrepresentation, and (4) ineligibility of parts for coverage under the program.

**CALIFORNIA:** PRE-EXISTING CONDITIONS section is amended as follows: a condition that existed prior to the purchase of the agreement. If **You** are not satisfied with the insurance company's response, **You** may contact the California Department of Insurance at (800) 927-4357. CANCELLATION section is amended as follows: **You** may cancel this **Agreement** by submitting a written request to the Dealer containing a copy of **Your Agreement**. If **You** request a cancellation during the first sixty (60) 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 sixty (60) days from the **Agreement** Purchase Date, **We** will refund **You** a pro-rated amount of the

**Agreement** Purchase Price, based on the term remaining of the **Agreement**, less a cancellation fee of either ten percent (10%) of the **Agreement** Purchase Price or twenty-five dollars (\$25), whichever is less. **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** due to **Your** material misrepresentation or fraud at time of sale, or **Your** failure to pay 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 any claims paid by **Us**. No cancellation fee will apply in the event **We** cancel this **Agreement**. Any refund will be sent to the **Covered Vehicle's** lienholder unless the lien is satisfied. ARBITRATION 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). All references to Commercial arbitration rules are replaced with Consumer arbitration rules. The class action waiver is deleted in its entirety. 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.

**CONNECTICUT:** Unresolved complaints may be addressed to the State of Connecticut, Insurance Department, P.O. Box 816, Hartford, CT 06142-0816, Attention: Consumer Affairs. If the warranty period is less than one (1) year, the coverage is automatically extended if the product is being repaired when the warranty expires. CANCELLATION section is amended as follows: **You** may cancel this **Agreement** at any time for any reason by submitting a written request to the **Dealer/Seller** containing a copy of **Your Agreement**.

**FLORIDA:** CANCELLATION section is deleted in its entirety and replaced with the following: **You** may cancel this **Agreement** by submitting a written request to the **Dealer/Seller** containing a copy of **Your Agreement**. During the first sixty (60) days from the **Agreement** Purchase Date, **We** or the **Dealer/Seller** will refund **You** one hundred percent (100%) of the **Agreement** Purchase Price, less any claims paid on **Your Agreement**. After the first sixty (60) days from the **Agreement** Purchase Date, **We** or the **Dealer/Seller** will refund **You** a pro-rated amount of the **Agreement** Purchase Price, based on the months remaining, less a fifty dollar (\$50) cancellation fee or five percent (5%) of the gross premium paid by **You**, whichever is less.

**We** may cancel this **Agreement** during the first sixty (60) days of the **Agreement** Purchase Date for any reason. After sixty (60) days, **We** may cancel this **Agreement** for material misrepresentation or fraud at time of sale or for non-payment of **Agreement** Purchase Price or if **You** have failed to maintain the covered parts as prescribed by the manufacturer. If **We** cancel this **Agreement**, **We** or the **Dealer/Seller** will refund **You** one hundred percent (100%) of the **Agreement** Purchase Price, less any claims paid on **Your Agreement**. If **We** cancel this **Agreement** for non-payment of the **Agreement** Purchase Price by **You**, **We** shall provide **You** notice of cancellation by certified mail. If **Your Agreement** is financed, the Lienholder has the right to receive any portion of the cancellation refund amounts. If **Your 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. A forty dollar (\$40) transfer fee is applicable. ARBITRATION section is amended to add the following: Arbitration proceedings shall be conducted in the county in which the consumer resides. **The Agreement Purchase Price charged for this Contract is not subject to regulation by the FL Office of Insurance Regulation.**



**GEORGIA:** ARBITRATION does not apply in Georgia. CANCELLATION section is deleted in its entirety and replaced with the following: **We** may not cancel this **Agreement** except for material misrepresentation or fraud at time of sale or non-payment of **Agreement** Purchase Price. If **We** cancel this **Agreement**, **We** or the **Dealer/Seller** will refund **You** one hundred percent (100%) of the **Agreement** Purchase Price. Written notice of cancellation will be mailed to **You** at least ten (10) days prior to the cancellation of this **Agreement** for non-payment of the **Agreement** Purchase Price. At least thirty (30) days written notice of cancellation will be mailed to **You** for all other reasons. Cancellation will comply with Section 33-24-44 of the Georgia Code. Cancellation fee is not applicable. **You** may cancel this **Agreement** at any time. 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. If this **Agreement** is cancelled after the first thirty (30) days or a claim has been filed, **We** will refund the amount of the **Agreement** Purchase Price according to the pro-rata method reflecting the greater of the days in force or the miles driven. An administrative fee of ten percent (10%) of the pro-rata refund amount will be applied if the **Agreement** is cancelled by **You**. If **Your Agreement** is financed, the lender has the right to receive any portion of the cancellation refund amounts. If **Your Vehicle** is repossessed, stolen or declared a total loss, **You** authorize the lender to cancel this **Agreement**. The lienholder, if any, will be named on a cancellation refund check as their interest may appear.

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

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

**INDIANA:** **Your** proof of payment to the **Dealer/Seller** for this **Agreement** shall be considered proof of payment to Lyndon Southern Insurance Company, which guarantees **Our** obligations to **You**, providing such insurance was in effect at the time **You** purchased this **Agreement**. This **Agreement** is not insurance and is not subject to Indiana insurance law.

**IOWA:** Iowa residents only may contact the Iowa Insurance Commissioner at the following address: Iowa Insurance Division, Two Ruan Center, 601 Locust Street, 4<sup>th</sup> Floor, Des Moines, Iowa 50309-3738 (515) 281-5705. CANCELLATION section is amended as follows: A ten percent (10%) penalty per month shall be added to a refund that is not made within thirty (30) days of return of this **Agreement** to **Us**. If **We** cancel the **Agreement**, written notice of such cancellation will be mailed to **You** within fifteen (15) days of the date of cancellation.

**KENTUCKY:** Transfer fee is not applicable. Cancellation fee is not applicable.

**LOUISIANA:** CANCELLATION section is amended as follows: After thirty (30) days, **We** cannot cancel this **Agreement** except: (1) If there has been a material misrepresentation or fraud at the time of sale of the **Agreement**; (2) If **You** failed to maintain the motor **Vehicle** as prescribed by the manufacturer; or (3) For non-payment of the **Agreement** Purchase Price by **You**, in which case **We** will provide **You** notice of cancellation by certified mail. The refund will be based upon a pro-rata basis. In calculating a refund, no deduction shall be allowed for any claim that has been paid under the **Agreement**. If **You** have requested cancellation within the first thirty (30) days, full refund, minus any cancellation fee, shall be issued. Cancellation fees will not exceed fifty dollars (\$50). The "less any claims paid" language does not apply in the State of Louisiana. This **Agreement** is not insurance. This **Agreement** is not regulated by the Department of Insurance. Any concerns or complaints regarding this **Agreement** may be directed to the Attorney General.

**MARYLAND:** CANCELLATION section is amended as follows: If **You** are the original **Agreement** Holder and **You** cancel this **Agreement** within thirty (30) days of the original **Agreement** Purchase Date, and if no claims have been paid, a full refund will be issued. The cancellation fee does not apply in Maryland. A ten percent (10%) penalty per month shall be added to a refund that is not made within forty-five (45) days of return of this **Agreement** to **Us**. After forty-five (45) days, **We** cannot cancel this **Agreement** except:

1. when there exists:

- a. a material misrepresentation or fraud at the time of sale of the **Agreement**;
- b. a matter or issue related to the risk that constitutes a threat to public safety; or
- c. a change in the condition of the risk that results in an increase in the hazard insured against;

2. for non-payment of premium; or

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. If **Your Agreement** is financed, the insurer shall return any gross unearned premiums that are due under the insurance contract, computed pro rata, and excluding any expense constant, administrative fee, or any nonrefundable charge filed with and approved by the Commissioner. ARBITRATION does not apply in Maryland. The transfer fee does not apply in Maryland.

**MASSACHUSETTS:** CANCELLATION section is amended as follows: If **You** are the original **Agreement** Holder and **You** cancel this **Agreement** within thirty (30) days of the original **Agreement** Purchase Date, **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.

**MINNESOTA:** CANCELLATION section 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 provider. If **We** cancel the **Agreement**, written notice of such cancellation will be mailed to **You** within fifteen (15) days of 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 premium, material misrepresentation or substantial breach of duties by **You**.

**MISSISSIPPI:** CANCELLATION section 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. This **Agreement** is not supported by a manufacturer or distributor.

#### **IMPORTANT NOTICE ABOUT YOUR COVERAGE:**

1. This **Agreement** includes a binding Arbitration agreement.
2. The Arbitration agreement requires that any dispute related to Your coverage must be resolved by Arbitration and not in a court of law.
3. The results of the Arbitration are final and binding on You and Us.
4. In an Arbitration, one or more arbitrators, who are independent, neutral decision makers, render a decision after hearing the positions of the parties.
5. When You become a **Agreement** holder under this **Agreement** You must resolve any dispute related to the **Agreement** by binding arbitration instead of a trial in court, including a trial by jury.
6. Binding arbitration generally takes the place of resolving disputes by a judge and jury.
7. Should You need additional information regarding the binding arbitration provision in the **Agreement**, You may contact Our toll free assistance line at (877)674-6123 .

**MISSOURI:** CANCELLATION section is amended as follows: If **We** cancel the **Agreement**, notice of such cancellation will be delivered to **You** by registered mail fifteen (15) days prior to cancellation. The applicable free-look time period on this **Agreement** shall only apply to the original **Agreement** purchaser. 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**.

**NEBRASKA:** ARBITRATION section is deleted in its entirety and replaced with the following: Any claim or dispute in any way related to this **Agreement**, by a person covered by 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 provision shall be subject to the following:

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

**NEVADA:** ARBITRATION does not apply in Nevada. CANCELLATION section is deleted in its entirety and replaced with the following: **You** may cancel this **Agreement** by submitting a written request to the **Dealer/Seller** containing a copy of **Your Agreement** and the current mileage on **Your Vehicle**. During the first thirty (30) days from the **Agreement** Purchase Date, **We** or the **Dealer/Seller** will refund **You** one hundred percent (100%) of the **Agreement** Purchase Price. After the first thirty (30) days from the **Agreement** Purchase Date, **We** will refund **You** a pro-rated amount of the **Agreement** Purchase Price, less a twenty-five dollar (\$25) cancellation fee, within forty-five (45) days after the **Agreement** has been returned to **Us**. A ten percent (10%) penalty per month shall be added to a refund that is not made within forty-five (45) days of return of this **Agreement** to **Us**. **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 any portion of the cancellation refund amounts. If **Your Vehicle** is repossessed, stolen or declared a total loss, **You** authorize the lender to cancel this **Agreement**. In either case, no cancellation will become effective until at least fifteen (15) days after the notice of cancellation is mailed to **You**. This **Agreement** is nonrenewable. If **You** are not satisfied with the manner in which **We** are handling the claim on the **Agreement**, **You** may contact the Nevada Commissioner by use of the toll-free telephone number: (888) 872-3234.

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

**NEW JERSEY:** CANCELLATION section is amended as follows: If **You** are the original **Agreement** Holder and **You** cancel this **Agreement** within thirty (30) days of the original **Agreement** Purchase Date, **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.

**NEW MEXICO:** CANCELLATION section 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:

1. **Your** failure to pay an amount when due;
2. **You** are convicted of a crime that results in an increase in the service required under the **Agreement**;
3. Discovery of fraud or material misrepresentation by **You** in obtaining the **Agreement** or in presenting a claim for service there under; or
4. 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**.

The right to void this **Agreement** is not transferable and applies to only the original **Agreement** holder. 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. 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**. The cancellation fee does not apply in New Mexico.

**NEW YORK:** CANCELLATION section 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**.

**NORTH CAROLINA:** CANCELLATION section is amended as follows: A twenty-five dollar (\$25) cancellation fee or ten percent (10%) of the pro-rata refund amount, whichever is less, is applicable. **We** may only cancel this **Agreement** for non-payment of premium or for a direct violation of the **Agreement** by **You**.

**OHIO:** This **Agreement** is not an insurance policy and is not subject to the insurance laws of this state. In the event **You** cancel the **Agreement** as stated in the CANCELLATION section and no refund is received, **You** may contact Lyndon Southern Insurance Company directly for **Your** refund.

**OKLAHOMA:** Oklahoma service warranty statutes do not apply to commercial use references in service warranty contracts. Coverage afforded under this **Agreement** is not guaranteed by the Oklahoma Insurance Guaranty Association. For towing service, contact **LodeStar Re, Inc.** at (877) 674-6123 or 8220 San Pedro NE, Albuquerque, NM 87113

CANCELLATION section is deleted in its entirety and replaced with the following: **You** may cancel this **Agreement** by submitting a written request to the **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 ninety percent (90%) of the unearned pro rata premium, less the cost of service provided under this **Agreement**. **We** may cancel this **Agreement** during the first thirty (30) days of the **Agreement** Purchase Date for any reason. After thirty (30) days, **We** may cancel this **Agreement** for material misrepresentation or fraud at time of sale or for non-payment of **Agreement** Purchase Price. If **We** cancel this **Agreement**, **We** or the **Dealer/Seller** will refund **You** one hundred percent (100%) of the **Agreement** Purchase Price, less the cost of service provided under this **Agreement**. If **Your Agreement** is financed, the lienholder has the right to receive any portion of the cancellation refund amounts. If **Your Vehicle** is repossessed, stolen or declared a total loss, **You** authorize the lienholder to cancel this **Agreement**. ARBITRATION section is amended as follows: While arbitration is mandatory, the outcome of any arbitration shall be non-binding on the parties, and either party shall, following arbitration, have the right to reject the arbitration award and bring suit in a district court of Oklahoma.

**OREGON:** ARBITRATION does not apply in Oregon.

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

**TEXAS:** If **You** have any questions regarding the regulation of this **Agreement** or a complaint against **Us**, **You** may contact the Texas Department of Licensing and Regulation at 920 Colorado, Austin, Texas 78701 or P.O. Box 12157, Austin, Texas 78711, (800) 803-9202. CANCELLATION section is amended to add the following: A ten percent (10%) penalty per month shall be added to a refund that is not made within forty-five (45) days after return of the **Agreement** to **Us**. If a covered claim is not paid within forty-five (45) days after **You** have filed proof of loss with **Us**, **You** may file a claim directly with Lyndon Southern Insurance Company. 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 day preceding the effective date of cancellation. The notice will state the effective date of cancellation and the reason for cancellation.

**UTAH:** Coverage afforded under this **Agreement** is not guaranteed by the Utah Property and Casualty Guaranty Association. This **Agreement** is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department. CLAIMS PROCEDURES section is amended as follows: If **You** fail to give any notice or file any proof of loss required by this **Agreement** within the time specified in this **Agreement**, it does not invalidate a claim made by **You** if **You** show that it was not reasonably possible to give the notice or file the proof of loss within the prescribed time and that notice was given or proof of loss was filed as soon as reasonably possible. CANCELLATION section is amended as follows: If **We** cancel this **Agreement**, **We** will provide written notice of cancellation, including the actual reason for the cancellation, to the last known mailing address at least:

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

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

**WASHINGTON:** All references to Administrator throughout this **Agreement** are replaced with **Service Provider**. CANCELLATION section is deleted in its entirety and replaced with the following: **You** may cancel this **Agreement** by submitting a written request to the **Dealer/Seller** stating the date upon which the cancellation is effective, and containing a copy of **Your Agreement**. During the first thirty (30) days from the **Agreement** Purchase Date, **We** or the **Dealer/Seller** will refund **You** 100% of the **Agreement** Purchase Price, less any claims paid on **Your Agreement**. After the first thirty (30) days from the **Agreement** Purchase Date, **We** or the **Dealer/Seller** will refund **You** a pro-rated amount of the **Agreement** Purchase Price, based on the months remaining, less a twenty-five dollar (\$25) cancellation fee. If **You** are the original **Agreement** Holder and **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 thirty (30) days of return of this **Agreement** to **Us**. **We** may cancel this **Agreement** during the first thirty (30) days for the **Agreement** Purchase Date for any reason. After thirty (30) days, **We** may cancel this **Agreement** non-payment of **Agreement** Purchase Price by the **Dealer/Seller** to **Us**, or for material misrepresentation or fraud at time of sale. If **We** cancel this **Agreement**, **We** or the **Dealer/Seller** will refund **You** 100% of the **Agreement** Purchase Price. If **We** cancel this **Agreement**, **We** shall mail written notice to **You** at **Your** last known address no less than twenty-one (21) days prior to the effective date of the cancellation. The notice shall state the effective date and the reason for cancellation. If **We** have notice of a lender and a Discharge of Lien is not provided, any refund will be issued to the lender. If **Your Vehicle** is repossessed, stolen or declared a total loss, **You** authorize the lender on the Declarations Page to cancel this **Agreement**. If cancelled, the **Agreement** will not be reinstated.

ARBITRATION section is amended to add the following: The Insurance Commissioner of Washington is the Service Provider's attorney to receive service of process in any action, suit or proceeding in any court, and the state of Washington has jurisdiction of any civil action in connection with this **Agreement**. Arbitration proceedings shall be held at a location in closest proximity to the service **Agreement** holder's permanent residence. **You** may file a direct claim with the insurance company at any time.

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

**Wisconsin:** THIS CONTRACT IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE.

CANCELLATION section is deleted in its entirety and replaced with the following: **You** may cancel this **Agreement** by submitting a written request to the **Dealer/Seller** containing a copy of **Your Agreement** and the current mileage on **Your** vehicle. During the first thirty (30) days from the **Agreement** Purchase Date, **We** or the **Dealer/Seller** will refund **You** one hundred percent (100%) of the **Agreement** Purchase Price, less any claims paid on **Your Agreement**.

After the first thirty (30) days from **Agreement** Purchase Date, **We** or the **Dealer/Seller** will refund **You** a pro-rated amount of the **Agreement** Purchase Price, based on the lesser of the months or miles remaining, less a cancellation fee not to exceed the lesser of ten percent (10%) of the **Agreement** Purchase Price or fifty dollars (\$50). If **You** are the original **Agreement** holder and **You** cancel this **Agreement** within thirty (30) days of the original **Agreement** Purchase Date, **We**, shall pay a ten percent (10%) per month penalty of the refund amount outstanding which **We** shall add to the amount of the refund that is not made within forty-five (45) days of return of this **Agreement** to **Us**. **You** may cancel this **Agreement** at any time in the event of total loss of property covered by this **Agreement** that is not covered by a replacement of the property pursuant to the terms of the **Agreement**. **We** or the **Dealer/Seller** will refund **You** a prorated amount of the **Agreement** Purchase Price less any claims paid on **Your Agreement**. **We** may cancel this **Agreement** for material misrepresentation or fraud at time of sale, substantial breach of duties by the **Agreement** holder relating to **Agreement** coverage, or non-payment of **Agreement** Purchase Price. If **We** cancel this **Agreement**, **We** will provide written notice of cancellation, including the effective date of the cancellation and the actual reason for the cancellation, to the last known mailing address at least five (5) days prior to the effective date of the cancellation. If **We** cancel this **Agreement**, **We** or the **Dealer/Seller** will refund **You** one hundred percent (100%) of the **Agreement** Purchase Price, less any claims paid on **Your Agreement**. ARBITRATION does not apply in Wisconsin.

**Wyoming:** The CANCELLATION section is amended to add 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 ten percent (10%) penalty per month shall be added to a refund that is not made within forty-five (45) days of return of this **Agreement** to **Us**. If **We** cancel this **Agreement**, **We** will provide written notice of cancellation, including the effective date of the cancellation and the actual reason for the cancellation, to the last known mailing address at least: Ten (10) days before the effective date of cancellation if canceled for any reason other than non-payment of the **Agreement** Purchase Price; a material misrepresentation by **You** to the provider; or a substantial breach of duties by **You** relating to the covered product or its use. ARBITRATION does not apply in Wyoming.