



AGREEMENT NUMBER
VSC10492752

TRUVSC VEHICLE SERVICE AGREEMENT

SCHEDULE PAGE

AGREEMENT HOLDER LUTHER BARNUM	EMAIL ADDRESS lmbarn1213@gmail.com				
ADDRESS 9725 WHITE BARN WAY	TELEPHONE (813) 508-0697				
CITY RIVERVIEW	STATE FL	ZIP 33569-5598			
SELLER Toyota of Tampa Bay	SELLER CODE				
ADDRESS 1101 E FLETCHER AVE	TELEPHONE (813) 933-6402				
CITY TAMPA	STATE FL	ZIP 33612			
LIENHOLDER SUNCOAST CREDIT UNION					
ADDRESS PO BOX 11904	TELEPHONE				
CITY TAMPA	STATE FL	ZIP 33680			
ODOMETER MILEAGE ON AGREEMENT PURCHASE DATE 62,652	VEHICLE PURCHASE PRICE \$17,811.57				
AGREEMENT PURCHASE DATE 09/23/2023	AGREEMENT PURCHASE PRICE \$3,169.00	AGREEMENT TERMS OF PAYMENT	PAID IN FULL <input type="checkbox"/> PAYMENT PLAN <input checked="" type="checkbox"/> FINANCED <input type="checkbox"/> LEASED <input type="checkbox"/>		
YEAR 2020	MAKE HYUNDAI	MODEL ELANTRA SEL	VEHICLE IDENTIFICATION NUMBER 5NPD84LF8LH632771		
COVERAGE TYPE TruVSC Exclusionary	DEDUCTIBLE \$0.00 Per Repair	COVERAGE TERM MONTHS 84			
COVERAGE TERM MILEAGE 100,000	VALIDATION PERIOD DAYS 0	VALIDATION PERIOD MILES 0			
QUALIFIED LIFT/DROP <input type="checkbox"/>	AWD/4X4 <input type="checkbox"/>	DIESEL <input type="checkbox"/>	COMMERCIAL USE <input type="checkbox"/>	SUPERCHARGED/TURBO <input type="checkbox"/>	RIDE SHARE <input type="checkbox"/>

If no coverage is stated above, the Powertrain Coverage will automatically be applied.

YOU ARE NOT REQUIRED TO ENTER INTO THIS AGREEMENT IN ORDER TO PURCHASE, LEASE OR OBTAIN FINANCING FOR THE VEHICLE. 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. 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 agreement to the **DISPUTE RESOLUTION/ARBITRATION AGREEMENT AND CLASS ACTION WAIVER** section in this **Agreement**. Refer to the **DISPUTE RESOLUTION/ARBITRATION AGREEMENT AND CLASS ACTION WAIVER** section for opt-out 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**.

CUSTOMER SIGNATURE 	SELLING DEALER REPRESENTATIVE 	PURCHASE DATE 09/23/2023
AUTHORIZATION IS REQUIRED PRIOR TO THE COMMENCEMENT OF ALL REPAIRS	FOR CLAIMS CALL: 866-217-5309	FOR EMERGENCY ROADSIDE ASSISTANCE COVERAGE YOU MUST CALL 866-217-5309

OTHER WARRANTY STATEMENT: ANY LOSS COVERED BY THE VEHICLE MANUFACTURER'S WARRANTY AT THE TIME OF FAILURE OR ANY OTHER APPLICABLE WARRANTY IS NOT COVERED BY 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 CALL: TOLL FREE [866-217-5309] or by email to claims@truwarranty.com

This is not a vehicle liability insurance Contract. This is not an automobile physical damage insurance Contract.
The rate charged for this Agreement is not subject to regulation by the Florida Office of Regulation.

SECTION ONE – DEFINITIONS

ADMINISTRATOR /OBLIGOR, WE, US, AND OUR- Lyndon Southern Insurance Company, 10751 Deerwood Park Blvd., Ste. 200, Jacksonville, FL 32256, Tel: (800) 888-2738, Florida License No. 03698.

AGREEMENT - This TRUVSC vehicle service agreement which You have purchased from Selling Dealer to protect Your Vehicle.

AGREEMENT PRICE - The amount You paid for this Agreement shown on the Schedule Page.

AGREEMENT PURCHASE DATE - The date You purchased this Agreement.

BREAKDOWN – The failure of a covered part under normal service due to defects in material or workmanship. A covered part has failed when it can no longer perform the function for which it was designed solely because of its condition and not because of the action or inaction of any noncovered parts.

COMMERCIAL USE - A vehicle registered to a business and/or for business purposes. Vehicles that are used in excess of manufacturers G.V.W. or for excessive hauling and pulling are excluded from coverage hereunder. Tow trucks, snowplows, emergency vehicles, taxi cabs, livery and police vehicles are specifically excluded from coverage hereunder.

COVERED PART – The eligible parts listed in the Coverages section of this Agreement. The listed parts must be factory installed equipment on Your Vehicle or replacement parts meeting the manufacturer's specifications.

SCHEDULE PAGE – Page 1 of this Agreement where information regarding You, Your Vehicle and coverage options is shown.

DEDUCTIBLE – The amount indicated on the Schedule Page that You must pay for the repair of a Breakdown. A Deductible does not apply to emergency roadside assistance, substitute transportation or trip interruption coverage.

MILEAGE LIMIT – The maximum number of miles indicated on the Schedule Page that this Agreement shall be in force.

PRE-EXISTING – A condition and/or failure normally manifested through the gradual reduction in operating performance and whose condition may reasonably be assumed to have existed prior to the AGREEMENT PURCHASE DATE, or prior to the expiration of the VALIDATION PERIOD.

QUALIFIED LIFT DROP - Vehicles with lift kits under six inches (6"), or drops under four inches (4").

REPAIR FACILITY – a Repair Facility licensed to perform mechanical repairs. Repairs performed by any Repair Facility must receive authorization from the Administrator prior to beginning repairs.

RIDE SHARE – a car service in which a person arranges a ride in a privately-owned vehicle (i.e. Uber, Lyft, or vehicles with a TLC license in New York City and New York.)

TERM – The maximum number of months indicated on the Schedule Page that this Agreement shall be in force.

VALIDATION PERIOD – This Agreement is subject to a validation period of time and mileage which begins on the date (as listed on the Schedule Page) that You purchased this Agreement and at Your Vehicle's odometer reading (as listed on the Schedule Page) on that date. There is no Coverage during the Validation Period. Coverage begins upon the expiration of the Validation Period. The Validation Period expires when the time and mileage of Your Validation Period as listed on the Schedule Page has elapsed.

VEHICLE – The Vehicle covered by the terms and conditions of this Agreement as listed on the Schedule Page.

YOU, YOUR – The purchaser of this Agreement or the person to whom this Agreement was properly transferred.

SECTION TWO – COVERAGES

We will repair, replace, or have repaired or replaced any Covered Part which experiences a Breakdown. In case of Breakdown You must follow procedures (1) – (10) below. We will reimburse You or Your Repair Facility for preauthorized expenses incurred, less the deductible (if applicable) for the repair or replacement of a Covered Part. Such expense(s) are not to exceed the manufacturer's suggested retail price for a part and the Repair Facility's published hourly labor rate multiplied by the appropriate operation time as published in a national labor rate time guide. REPLACEMENT MAY BE MADE WITH NEW, REMANUFACTURED OR USED PARTS, WHICH ARE OF A LIKE KIND AND QUALITY COMPARABLE WITH THE ORIGINAL DESIGN SPECIFICATIONS AND WEAR TOLERANCES OF YOUR VEHICLE, AT THE SOLE DISCRETION OF THE ADMINISTRATOR.

IN CASE OF BREAKDOWN

- (1) Take immediate action to prevent further damage. This Agreement will not cover damage caused by not securing a timely repair of the failed component.
- (2) If it is dangerous to operate Your Vehicle, or if operating Your Vehicle may cause further damage, You must have the Vehicle towed.
- (3) Take Your Vehicle to a Repair Facility.
- (4) You or the Repair Facility must call the Claim Department at [866-217-5309] or email claims@truwarranty.com for approval prior to repairing or cleaning any parts.
- (5) You or the Repair Facility must provide an estimate of parts and labor costs in order to obtain approval. No claim payments will be made if the Claim Department has not issued a claim approval reference number prior to repairing, replacing, or cleaning any parts.
- (6) You must authorize any charge(s) necessary to determine cause of failure. This includes necessary diagnostic and tear down charges. If it is determined that the failure does not constitute a Breakdown under the terms of this Agreement, You must pay for all diagnostic, tear down and repair charges.
- (7) You must cooperate in Our investigation of any breakdown. You must allow Us to inspect Your Vehicle if We ask to do so. We have no obligation to inspect Your Vehicle or to certify its condition before or after covered repairs are completed.
- (8) You must, upon request, show Us and/or the Repair Facility all sales receipts, invoices, or work orders showing that the Vehicle has been properly serviced or maintained according to manufacturer's specifications and/or provide documentation to prove ownership of the Vehicle.
- (9) Within thirty (30) days of the repair, You or Repair Facility must furnish Us with copies of the repair order and other requested receipts or documents. You must submit an explanation of the Breakdown and repairs including an itemized, dated repair order and paid receipt(s), including any paid receipt(s) for substitute transportation and, if applicable, emergency roadside assistance expenses. All receipts must be in Your name and must show the date(s), Vehicle description, and odometer reading at the time of the Breakdown, and Your Agreement Number.
- (10) If You are in need of emergency repairs and are unable to contact Us for prior authorization, then You may take Your Vehicle to a Repair Facility to have the repairs performed prior to authorization by Us. In such a case, You must contact Us as soon as possible to open a claim file. Failure to obtain prior authorization from Us prior to the performance of a repair will not invalidate a covered claim if You show that it was not reasonably possible to do so. Additionally, failure to furnish Us with copies of repair orders and other requested receipts or documents within thirty (30) days of the repair will not invalidate a covered claim if You show that it was not reasonably possible to do so.

POWERTRAIN COVERAGE

GASOLINE ENGINE – All internal lubricated parts within the engine including pistons, piston rings, piston pins, crankshaft, main bearings, thrust washer, connecting rods, connecting rod bearings, camshaft, camshaft sprocket, camshaft bearings, timing belt/chain, timing chain gears, timing chain guides, timing belt/chain tensioner, push rods, rocker arms, rocker arm shafts, balance shaft, hydraulic lifters, solid lifters, intake valves, exhaust valves, valve guides, valve springs, valve spring retainer, valve keepers, valve stem seals, oil pump, silent shaft. Harmonic balancer; intake manifold; exhaust manifold; freeze plugs; throttle valve cable; engine mounts. Cases, housings, engine block, oil pan and cylinder heads are covered only if damaged by the failure of an internal lubricated part.

DIESEL ENGINE – All internal lubricated parts within the engine including pistons, piston rings, piston pins, crankshaft, main bearings, thrust washer, connecting rods, connecting rod bearings, camshaft, camshaft sprocket, camshaft bearings, timing chain, timing chain gears, timing chain guides, timing chain tensioner, push rods, rocker arms, rocker arm shafts, balance shaft, hydraulic lifters, solid lifters, intake valves, exhaust valves, valve guides, valve springs, valve spring retainer, valve keepers, valve stem seals, oil pump, silent shaft. Harmonic balancer; intake manifold; exhaust manifold; vacuum pump; freeze plugs; EGR cooler; throttle valve cable; engine mounts; glow plugs. Engine block, oil pan and

cylinder heads are covered only if damaged by the failure of an internal lubricated part. TURBO CHARGER/SUPER CHARGER – (factory installed only) Turbocharger/Supercharger Housing and all internal lubricated parts.

TRANSMISSION – All internal lubricated parts within the transmission including torque converter, valve body, valve body shift solenoids, accumulator rings, accumulators, adjusters, bands, bearings, boost valve, center support chain, check balls, clips, clutch drums, clutch piston, clutch packs (automatic transmission only), control rings, counter shaft, detent valve, gears, governor, governor gear, output shaft, parking gear, planetary gears carrier, planetary gears, pressure regulator valve, pressure switches, ring gears, roll pins, separator plate, servo rings, servo sleeves, shift forks, shift shafts, shift valves, shifter shaft, snap rings, sprags, springs, sprockets, stator shaft, sun gear shell, sun gears, synchronizer hub, synchronizer key(s), synchronizer ring, synchronizer sleeves, synchronizer springs, synchronizer(s), transfer shaft. Transmission mounts; transmission mount bushings; drive axle shafts; constant velocity joints; flywheel/flex plate; transmission cooler; oil lines; detent cable; detent cam; detent cam spring; front pump; front pump gears; front pump guide rings; front pump vanes; range selector cable; retainers; side cover; vacuum modulator; external switches and solenoids; electronic controller; back up light switch; speed sensor; speedometer cable; neutral safety switch; auxiliary valve body; modulator valve; parking pawl; speedometer drive gear. Transmission cases, housings, and transmission oil pan are covered only if damaged by the failure of an internal lubricated part.

TRANSFER CASE - All internal lubricated parts within the transfer case including main shaft, output shafts, bearings, drive sprocket, synchronizers, planet carriers, shift forks, chain. Transfer case is covered only if damaged by the failure of an internal lubricated part.

FRONT WHEEL DRIVE/REAR WHEEL DRIVE SYSTEM- All internal lubricated parts within the drive axle/transaxle assembly including differentials, ring gear, pinion gear, pinion bearings, axle bearings, axle races, axle flange, carrier bearing, center bearings, differential carrier, drive axle bearings, pins, retainers, shims, side gears, slip joint, spider gears. Pinion flange; U joints; axle shafts; CV joints; drive axle; drive shaft; flex disc; half shafts; hub bearings; wheel bearings; yokes; lock ring; lock nuts. Drive axle housing is covered only if damaged by the failure of an internal lubricated part.

FOUR WHEEL DRIVE/ALL WHEEL DRIVE SYSTEM - All internal lubricated parts within the drive axle/transaxle assembly including differentials, ring gear, pinion gear, pinion bearings, axle bearings, axle races, axle flange, carrier bearing, center bearings, differential carrier, drive axle bearings, pins, retainers, shims, side gears, slip joint, spider gears. Pinion flange; U joints; axle shafts; CV joints; drive axle; drive shaft; flex disc; half shafts; wheel bearings; yokes; lock ring; lock rings; Automatic locking hubs; manual locking hubs; hub bearings; four wheel drive actuator motor; front axles; front drive shaft; four wheel drive engagement switch. Drive axle housing is only covered if damaged by the failure of an internal lubricated part.

SEALS AND GASKETS- Seals and Gaskets of covered components designed to prevent the loss of necessary coolants, lubricants and fluids are covered. Coverage will expire when your vehicle reaches 150,000 miles as indicated on your odometer or the expiration of the term of this Agreement, whichever occurs first. After, 150,000 miles seals and gaskets will be covered only if required in conjunction with a covered repair.

POWERTRAIN PLUS COVERAGE

Parts covered include, but are not limited to, all components listed in Powertrain Coverage in addition to the following:

AIR CONDITIONING AND HEATING – Heater core; blower motor; air conditioning compressor; air conditioning compressor clutch; air conditioning compressor pulley; air conditioning condenser; air conditioning evaporator; air conditioning receiver dryer; air conditioning orifice tube; air conditioning expansion valve; air conditioning power module, controller and relay; air conditioning and heating dash control unit/temperature control programmer; accumulator; heater control valve; high/low cut-off switches; cycling switch; idler pulley; idler pulley bearing; serpentine belt tensioner; electronic temperature control sensors; temperature sensor internal; ambient temperature sensor. Refrigerant only if needed in conjunction with the repair of a Covered Part.

COOLING SYSTEM – Water pump; belt tensioners; radiator; thermostat; oil cooler; cooling fan clutch; cooling fan electric motors; fan blade assembly; coolant reservoir sensor. GASOLINE FUEL SYSTEM – Fuel tank; fuel sending unit; fuel pump; fuel injectors; fuel injection rails; fuel pressure regulator; metal fuel lines; throttle body; idle air control solenoid; idle air control motor; warm up regulator.

DIESEL FUEL SYSTEM – Fuel tank; fuel sending unit; fuel pump; high pressure fuel pump; lift pump; accessory vacuum pump and injector pump; fuel injectors; fuel distributor; fuel pressure regulator; fuel/water separator; metal fuel lines; throttle body; idle air control solenoid; idle air control motor; warm up regulator.

ELECTRICAL – Alternator, voltage regulator; distributor (excludes cap, rotor and spark plug wires); distributor shaft; distributor bushings; distributor gear; distributor housing; horns; oil pressure sending unit; engine management sensors; ignition module; ignition switch; ignition lock cylinder; main electronic control unit; powertrain control module; transmission control module; body control module; anti-theft system; anti-theft system switches, sensors and siren; starter motor; starter solenoid; starter drive; convertible top engagement switch and motor only; cruise control module; cruise control switch; cruise control cancellation switch; cruise control resume switch; power door lock actuators; power door lock solenoids; head lamp door motors only; primary instrument cluster; electronic driver information display, display module and power supply; dome and map light assemblies; power seat motor and transmission; seat heater assembly; brake light switch; defogger switch; rear defroster; headlight switch; power mirror switch; power mirror heating elements; sunroof switch; back up light switch; turn signal switch; washer pump switch; window switches; wiper switch; trunk lid release switch; trunk lid release activator and motor; washer pump motor; windshield wiper motor; rear wiper motor; headlight wiper motor; power window motor; power window gear; power window regulator; power window lift tape; power mirror motor; safety restraint system; air bag; air bag control module; air bag sensors and switches; impact sensors; illuminated visors.

SUSPENSION – Upper and lower control arms; control arm shafts and bushings; radius arm and bushings; trailing arm; track bar; stabilizer shaft, links, and bushings; upper and lower ball joints; torsion bars; torsion bar mounts; torsion bar bushings; coil springs; leaf springs; steering knuckles; spindles; steering damper; electronic height level sensor; electronic height level controller; electronic height level air compressor; compressor relay; mode switch; wheel bearings; wheel seals.

BRAKES – Brake master cylinder; brake power assist boosters; brake power assist valves; disc brake calipers; bleeders; brake adjusters; backing plates; brake pedal apply pin; wheel cylinders; combination valve; proportioning valve; metering valve; brake hydraulic lines and fittings; vacuum and fluid reservoirs; hydro boost unit; parking brake cable; pressure differential switch; brake fluid level sensor; residual pressure check valve; return spring; self-adjuster mechanism; springs clips and retainers; parking brake lever; parking brake ratchet assembly.

ABS SYSTEM – ABS booster; ABS pump/motor; ABS control processor; ABS dump valve; ABS sensors; ABS solenoids; ABS electronic control compressor; ABS hydraulic control unit; ABS modulator valve; ABS compensating valve; ABS accumulator.

STEERING – Steering gear; rack and pinion; rack and pinion mounts and bushings; power steering pump; power steering hoses and couplings; power steering cooler; steering main and intermediate shafts; steering column; steering column bearings; steering column couplers; electronic power steering motor; steering box; pitman arm; idler arm; tie rods; drag link; tilt wheel mechanism; rack bellows; center link; control valve; relay rod.

SEALS AND GASKETS- Seals and Gaskets of covered components designed to prevent the loss of necessary coolants, lubricants and fluids are covered. Coverage will expire when your vehicle reaches 150,000 miles as indicated on your odometer or the expiration of the term of this Agreement, whichever occurs first. After, 150,000 miles seals and gaskets will be covered only if required in conjunction with a covered repair.

COMPREHENSIVE COVERAGE

Parts covered include, but are not limited to, all components listed in Powertrain and Powertrain Plus Coverages in addition to the following:

AUDIO –(Factory installed only) AM radios, AM/FM radios, satellite radios, antenna motor, cassette players, CD players, and CD changers (excluding speakers and graphic equalizers).

HYBRID SYSTEM – IMA control unit for battery; IMA control unit for electric motor; junction board assembly; IMA motor stator assembly; IMA motor rotor assembly; PDU unit(pre-driver); PDU converter.

ENTERTAINMENT AND NAVIGATION – (Factory installed only) DVD players, VHS players, and navigation equipment.

SECTION THREE – ADDITIONAL BENEFITS UNDER THIS AGREEMENT

A. SUBSTITUTE TRANSPORTATION

If Your Vehicle requires repair due to a Breakdown, even when that part is covered by a factory warranty, We will reimburse You up to fifty dollars (\$50.00) per day for every eight (8) hours, (or portion thereof), of labor time required to complete the repair, up to a maximum of seven (7) days. To qualify for the first day(s) reimbursement, the Vehicle must be inoperable or unsafe to drive requiring that it be retained by the Repair Facility overnight or the covered repair must exceed a minimum of four (4) hours labor, as defined in the current year manufacturer or other accredited flat rate repair manual. This coverage does not apply to the time waiting for parts, services, weekends, or other delays beyond the control of the Repair Facility or the Administrator. No deductible will apply to this benefit.

B. TRIP INTERRUPTION

In the event that Breakdown of a part covered by this Agreement occurs more than one hundred (100) miles from Your home and results in a Repair Facility keeping Your Vehicle overnight, We will reimburse You up to seventy-five dollars (\$75.00) per day for a maximum of three (3) days for receipted lodging and restaurant expenses incurred between the date of the Breakdown and the date on which the repairs are completed. The total benefit per Breakdown occurrence shall not exceed two hundred and twenty-five dollars (\$225.00).

C. ROADSIDE ASSISTANCE

FOR ROADSIDE ASSISTANCE COVERAGE YOU MUST CALL 1-866-217-5309

The following are covered emergencies, subject to the one hundred dollar (\$100.00) per occurrence limit
Roadside Assistance is available 24 hours a day/365 days a year anywhere in the United States (including Alaska & Hawaii) and Canada. The following non-accident related services are available up to a maximum benefit of one hundred dollar (\$100.00) per incident:

- 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 service provider 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.

Roadside Assistance is available 24 hours a day, every day of the year throughout the United States & Canada. Your coverage begins on the date shown on this Agreement and terminates on either the expiration date shown or at the expiration of Your Agreement. You will only have to pay for any non-covered expenses or costs in excess of your one hundred dollar (\$100.00) per occurrence maximum. Service must be a covered benefit under the terms and conditions of this Agreement and is available only for the specific Vehicle registered with Auto Knight Motor Club as part of this Agreement.

All of the emergency roadside assistance services are provided by Auto Knight Motor Club, Inc. administrative offices located at [10751 Deerwood Park Blvd., Ste. 200, Jacksonville, FL 32256].

Just call TOLL FREE [866-217-5309] 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 provider cannot service an unattended vehicle. In the event that service is not obtainable through Auto Knight Motor Club, 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 Auto Knight for authorization to obtain independent services.

The following items are not included as part of the roadside assistance benefit: Coverage shall not be provided in the event of emergencies resulting from the use of intoxicants or narcotics, or the use of the Covered Vehicle in the commission of a felony. Cost of parts, replacement keys, fluids, lubricants, or fuel, material, additional labor relating to towing, or the cost of installation of products. Non-1 emergency towing or other Non-1 emergency service. Non-1 emergency mounting or removing of snow tires or chains. Shoveling snow from around a vehicle. Tire Repair. Extrication or Winching. Motorcycles, trucks over one and a half ton capacity, antique vehicles (meaning vehicles over 20 years old or out of manufacture for 10 years or more), taxi-cabs, limousines, or other commercial vehicles. Recreational Vehicles (RVs), camping trailers, travel trailers, or any vehicles in tow. Any and all taxes or fines. Damage or disablement due to collision, 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 for the same disablement. Service on a vehicle that is not in a safe condition to be towed or serviced or 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, etc. 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 a covered vehicle in need of routine maintenance or repair.

Services received independently from Auto Knight without prior authorization from Auto Knight.

Only one disablement for the same service type during any seven day period will be accepted. THIS IS NOT A ROADSIDE ASSISTANCE REIMBURSEMENT SERVICE.

SECTION FOUR - EXCLUSIONS- WHAT THIS AGREEMENT DOES NOT COVER

We will provide coverage for any Breakdown of Your Vehicle, less the selected Deductible, except for items listed below.

WHAT IS NOT COVERED - PARTS AND SERVICES NOT COVERED

This Agreement does NOT provide coverage for any of the following parts or services:

- (a) Interior maintenance, adjustment and wear items including buttons, carpet, water leaks, dash pad, door and window handles, knobs, rearview mirror (glass and housing), and trim.
- (b) Exterior maintenance, adjustment and wear items including but not limited to glass, service adjustments for body parts, bright metal, bumpers, body panels, door handles, latches, hinges, moldings, outside ornamentation, convertible or vinyl tops, sunroof, moonroof, sunroof and moonroof track; sunroof and moonroof frame, guides, curtain, shades, and drains; paint rust, sheet metal, side-view mirrors (glass and housing), air and water leaks, weather-strip, wheels, wheel covers/ornaments, wheel studs, wind noise, and physical damage to alignment, bumper, or body parts.
- (c) Service adjustments/cleaning, a contaminated fuel system, air conditioning recharge, batteries, hybrid batteries, battery cables, battery ground straps, battery connections, battery terminals, wiring harnesses, fuses, relays, bolts and fasteners, head bolts, exhaust manifold bolts, belts, brakes (drums, shoes, linings, disc rotors and pads), exhaust system (including catalytic converter, O2 sensors, NOX sensors,),

- evaporative emissions, vapor management components, lights (bulbs, sealed beam and lenses, headlamp, tail lamp assembly, exterior lighting, exterior housing), manual clutch, pressure plate throw out bearings, clutch master or slave cylinder, manual transmission clutch disc and lining, shock absorbers, struts, air springs, spark plugs and wires, ignition coils, squeaks or other noises, tires, tune-ups, wheel balancing and alignment, wheel studs, wiper blades, shop supplies, friction materials, glass, hoses (except steering and air conditioning), couplers (except for steering), connectors, plastic, rubber, tubes, lines, fittings, assemblies, ducts. Filters, lubricants, coolants, and refrigerants will be covered only if replacement is required in connection with a Breakdown.
- (d) A replacement part not supplied by the Vehicle manufacturer unless it is of a kind and quality compatible with the design specifications and wear tolerances of the Vehicle manufacturer.
 - (e) Cases, housing, engine block and cylinder heads are covered only if damaged by the failure of an internally lubricated part.
 - (f) Graphic equalizers, DVD players, VHS players, speakers, visual and other electronic equipment (including game systems), telephones, radar detectors and GPS equipment (unless factory installed), and electronic transmitting/receiving devices.
 - (g) Seals and Gaskets on Covered Parts are not covered for premature failure on Vehicles with over 150,000 miles on the odometer at the time of failure. After 150,000 miles seals and gaskets will be covered only if required in conjunction with a covered repair.

VEHICLES NOT COVERED

This Agreement does NOT provide coverage for any of the following vehicles:

- (a) Vehicles not certified for sale within the United States, salvaged vehicles, vehicles that have been declared a total loss, and vehicles that have been sold for scrap.
- (b) Trucks or vans with a Gross Vehicle Weight (GVW) in excess of 13,300 lbs.
- (c) Vehicles used for construction purposes, delivery purposes, commercial towing, commercial farm operation, volunteer public service(s), snow plowing, rental, livery, taxi, motor pool vehicles, or any type of emergency vehicle.
- (d) Vehicles used for on or off road racing or vehicles which are equipped or used for towing in excess of what is recommended by the manufacturer.
- (e) Vehicles with modifications or alterations to the powertrain, exhaust system and suspension that do not meet manufacturer's specifications or are not approved by the Vehicle manufacturer, including but not limited the failure of any custom or add-on part, all frame or suspension modifications not recommended by manufacturer, lift kits over six inches (6"), drops exceeding four inches (4"), any tire that is not recommended by the original manufacturer if it creates an odometer/speedometer variance of greater than 4%, trailer hitches (unless factory installed). Also not covered are any emissions and/or exhaust systems modifications, engine modifications, transmission modifications, and/or drive axle modifications, which includes any performance modifications.

CONDITIONS NOT COVERED

This Agreement does NOT provide coverage under any of the following circumstances/conditions:

- (a) Any repair(s) and/or replacement(s) not authorized by Administrator prior to the commencement of any repair(s) or for loss, damage or expense arising from or incurred in connection with repairs performed without receipt of prior authorization from Administrator.
- (b) Loss, damage, or expense resulting directly or indirectly from an intentional, dishonest, fraudulent, criminal, or illegal act committed by You, Your employee or agent, or occurring due to confiscation or repossession.
- (c) A breakdown caused by accident, civil commotion or riot, nuclear contamination, collision (including roadbed collision) or upset, glass breakage, earthquake, explosion, falling objects, fire or smoke, flood, fluid contamination, freezing, fuel contamination, fuels containing more than 10% ethanol, Biofuel, gas with lower octane rating than required by the manufacturer, use of motor oil, or any other type of lubricant that is not recommended by the manufacturer hail, lightning, malicious mischief, oil contamination, rust or corrosion, theft or larceny, vandalism, water, water contamination, wind-storm and other external forces or events.
- (d) Breakdown of any part which the United States Environmental Protection Agency (EPA) has determined to be emission related, which is included on a current list published by the EPA of such parts, and which is within the EPA time and mileage emissions warranty period.
- (e) Any loss, damage, or expense normally covered by a standard automobile insurance policy including personal or property liability coverages, comprehensive coverages for uninsured motorist coverages.
- (f) When the responsibility for the repair is covered by an insurance policy, manufacturer and/or dealer customer assistance program, or any warranty from the manufacturer, such as extended drivetrain, major component or full coverage warranties, or a repairer's guarantee/warranty (regardless of the manufacturer's or repairer's ability to pay for such repairs) or event of a breakdown if the manufacturer has announced its responsibility through any means, including public recalls and factory service campaigns.
- (g) A Breakdown that is the direct result of a mechanical or structural flaw that the manufacturer has acknowledged through any means, or that the manufacturer will repair at its expense, including but not limited to technical service bulletins.
- (h) Breakdown of a covered part caused by a non-covered part.
- (i) Components or parts which have not failed or resulted in a Breakdown but are replaced based on the manufacturer's or the Repair Facility's recommendation.
- (j) A Breakdown caused by negligence, misuse, improper servicing, or failure by You to perform manufacturer required/recommended maintenance services.
- (k) A Breakdown caused by the lack of proper and necessary amounts of coolants or lubricants or caused by sludge buildup, contaminant(s), or foreign object(s).
- (l) A Breakdown of any part if the odometer is inoperative for more than one (1) month or 1,000 miles or has been tampered with or has been disconnected subsequent to Your purchase of the Vehicle.
- (m) Damage caused by Your failure to take reasonable precautions to prevent damage when an apparent problem exists (e.g., change in engine temperature condition, unusual noises, leaking fluids, shaking, unusual shifting, etc.).
- (n) A Breakdown or repair occurring outside the United States, its territories and possessions, or Canada.
- (o) Any fees or expenses charged for the disposal, cleanup, neutralization, removal, treatment, or detoxification of environmentally unsafe materials.
- (p) Any Breakdown occurring before Breakdown Coverage takes effect. Coverage begins upon the expiration of the Validation Period.
- (q) If the information provided by You, or the Repair Facility cannot be verified as accurate or is found to be deceptively inaccurate.
- (r) 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.
- (s) Any PRE-EXISTING condition 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.
- (t) All COVERED PARTS not in good working order prior to sale for the Vehicle.

SECTION FIVE – AGREEMENT GENERAL PROVISIONS

AGREEMENT GENERAL PROVISIONS

- (1) If We ask, You agree to assist Us in enforcing Your rights against any manufacturer or Repair Facility that may have responsibility to You for the cost of repairs covered under this Agreement.
- (2) We may require You to assign Your rights of recovery against others in the event that We pay for any claim made under this Agreement. We will not pay for any claim hereunder if You impair these rights of recovery. You may not waive Your right(s) to recover from others.
- (3) If more than one service agreement/contract, warranty or insurance policy can be applied to a claim, coverage under this Agreement shall be excess over all other such coverage(s), whether collectible or not. However, when You are required to pay a deductible for a Breakdown

covered under another service agreement/contract, warranty or insurance policy, this Agreement will reimburse You for such deductible if the Breakdown would have been covered under this Agreement. The maximum benefit per each covered Breakdown deductible reimbursement shall be one hundred dollars (\$100.00).

LIMITS OF COVERAGE LIABILITY

Our per claim limit of coverage liability is the greater of the Vehicle actual cash value, NADA equivalent determined immediately prior to the Breakdown, or the cost repair based upon national labor and parts manual determined immediately prior the Breakdown. Our aggregate limit of coverage liability is the greater of the Vehicle actual cash value determined immediately prior to breakdown, or the original purchase price of the Vehicle. The liability of anyone performing under this Agreement for incidental or consequential damages arising from performance or failure to perform under this Agreement or breach of any implied warranties, including the warranty of merchantability, arising by operation of law by virtue of performance under this Agreement, is expressly excluded. Such incidental and consequential damages include, but are not limited to, property damage, loss of use of the Vehicle, loss of time, inconvenience, and commercial loss.

TRANSFER

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 fifteen (15) days from the date of sale to a private party (non-commercial party) and include the following: (1) A check for a forty dollar (\$40.00) 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.

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.

RENEWABLE COVERAGE - All Agreements may be replaced upon expiration in accordance with the guidelines outlined herein. The request for replacement must be made at least thirty (30) days and/or one thousand (1,000) miles prior to the expiration of the Agreement in order to qualify for a Replacement Agreement. The Vehicle must meet the then current underwriting guidelines relative to the Vehicle eligibility and coverage availability. If all the above criteria are met, We may issue a Replacement Agreement. A Agreement may be issued subject to the payment of the amount due on the type of Vehicle being covered, for the Plan purchased, pursuant to the then current rates and guidelines.

CANCELLATION -

Cancellation by You: You may cancel Your Agreement at any time. If You provide a written notice of cancellation to Us within the first sixty (60) days after the **Agreement Purchase Date**, You will be entitled to one hundred percent (100%) of the gross premium paid, less any claims paid under this **Agreement**. If You provide a written notice of cancellation to Us after the first sixty (60) days from the **Agreement Purchase Date**, You will receive a refund of one hundred percent (100%) of the unearned pro-rata premium based on the greater of the number of elapsed days or miles. A cancellation fee of fifty dollars (\$50.00) or ten percent (10%) of the unearned pro rata premium, whichever is less, and any claims paid will be deducted from the refund. Any refund owed will be paid or credited within thirty (30) days of the date We receive notice of the request to cancel.

Cancellation by Us: We may only cancel this **Agreement** for non-payment, material misrepresentation, or fraud by You. If We cancel within sixty (60) days, You will be entitled to one hundred percent (100%) of the gross premium paid, less any claims paid under this **Agreement**. If We cancel after sixty (60) days, You will receive a refund of one hundred percent (100%) of the unearned pro-rata premium based on the greater of the number of elapsed days or miles, less claims paid. No cancellation fee will be charged if We cancel. Any refund owed will be paid or credited within thirty (30) days of the date We cancel. If We cancel this **Agreement** for non-payment, notice of cancellation will be sent to You prior to the effective date of cancellation by certified mail. The notice shall state the effective date of the cancellation and the reason for the cancellation.

Lienholder Notice: If Your Vehicle and this **Agreement** have been financed, the lienholder shown on the **Schedule Page** may cancel this **Agreement** for default of the loan **Agreement**, or if Your Vehicle is declared a total loss due to accident or theft or is repossessed. In the event of cancellation, the lienholder, if any, will be named on a cancellation refund check as their interest may appear. Lienholder refunds will be calculated in accordance with the same refund calculation as listed under **Cancellation by Us** and will be paid or credited no more than thirty (30) days from the date that We or Our designee receives notice of the request to cancel, or sooner if required by state.

FOR ASSISTANCE - IN THE EVENT OF A BREAKDOWN, CANCELLATION, TRANSFER, OR FOR ANY OTHER QUESTIONS OR CONCERNS, CALL [866-217-5309] TOLL FREE. FOR ROADSIDE ASSISTANCE, CALL [866-217-5309] TOLL FREE.

YOUR RESPONSIBILITIES

You must keep all fluids at proper levels and have Your Vehicle checked and serviced in accordance with the manufacturer's recommendations, as outlined in the owner's manual for Your Vehicle. If You do not have an owner's manual for Your Vehicle, You may contact Us, and the servicing recommendations will be provided to You. Your owner's manual lists different servicing recommendations based on Your individual driving habits and climate conditions. You are required to follow the normal or severe maintenance schedule that applies to Your driving habits and conditions. If You do not follow these recommendations and such failure causes a Breakdown, further damage or unnecessary repairs, coverage under this Agreement will be denied or reduced. You must retain all sales receipts, invoices, or work orders showing the date, odometer mileage, a description of Your Vehicle, the vehicle identification number (VIN), and the maintenance services performed, including parts and fluids used to complete these services. Maintenance services necessary to meet the requirements of this Agreement must be performed at a commercial service facility that is not owned or operated by You. Hand-written receipts, invoices, or work orders will not be accepted. You must take reasonable precaution to protect Your Vehicle from damage or further damage. If You notice a problem with Your Vehicle (e.g., change in engine temperature, unusual noises, leaking fluids, shaking, unusual shifting, etc.) it is Your responsibility to take appropriate action immediately. If You do not take reasonable precaution to protect Your Vehicle from damage or further damage, coverage under this Agreement will be denied or reduced.

SECTION SIX – DISPUTE RESOLUTION/ARBITRATION AGREEMENT AND CLASS ACTION WAIVER

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 (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 arising under or related in any way to this **Agreement**, including but not limited to claims related to the underlying transaction giving rise to this **Agreement**, claims related to the sale or fulfillment of this Agreement, and claims against any third-party (including the Selling Retailer and/or any of its owners, shareholders, members, affiliates, subsidiaries, divisions, directors, officers, employees, representatives, successors, and assigns) arising under or related in any way to this **Agreement** or the underlying transaction or the sale 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 agreement, tort, statute, regulation, rule, ordinance or other rule of law or equity, and Claims against any of Our or the

Administrator owners, shareholders, members, affiliates, subsidiaries, divisions, directors, officers, employees, representatives, successors, or assigns. "Claims" does not include a claim for public injunctive relief brought under any California statute enacted for a public reason, provided that You are a California resident or 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 in any way 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 SALES ORDER AND RECEIPT FROM THE SELLING RETAILER). To opt out, You must send written notice to either: (1) [10751 Deerwood Park Blvd., Suite 200, Jacksonville, FL 32256], Attn: Legal or (2) legal@fortegra.com, with the subject line, "Arbitration 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 Seller. If You properly and timely opt out, then all Claims will be resolved in court rather than arbitration.

SECTION SEVEN – ADDITIONAL DISCLOSURES

PRIVACY POLICY: It is Our policy to respect the privacy of Our customers. For information on Our privacy practices, please review Our privacy policy at www.fortegra.com.

LIMITED APPLICABILITY OF THE FEDERAL MAGNUSON MOSS WARRANTY ACT:

You agree and acknowledge that You have paid an additional fee for this **Agreement** that is separate and apart from the purchase price You paid for the **Covered Vehicle**. Because of that separately stated consideration, You agree and acknowledge that this **Agreement** is not part of the basis of the bargain for Your purchase of the **Covered Vehicle**. You further agree and acknowledge that We, the **Administrator** under this **Agreement**, are not the supplier of the **Covered 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 PROGRAM ADMINISTRATOR SHALL BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, EXPENSES ARISING OUT OF THIRD PARTY CLAIMS, LOSS OF USE OF THE VEHICLE, INCONVENIENCE, OR ANY OTHER LOSS), WHETHER OR NOT CAUSED BY OR RESULTING FROM BREACH OF CONTRACT, NEGLIGENCE, OR OTHER WRONGFUL ACT OR OMISSION, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NEITHER THE OBLIGOR NOR THE PROGRAM ADMINISTRATOR AUTHORIZE ANY PERSON, ENTITY OR DEALER TO CREATE FOR THEM ANY OTHER OBLIGATION OR LIABILITY IN CONNECTION WITH THIS PRODUCT.