



TPPX158396

## Tru Bundle

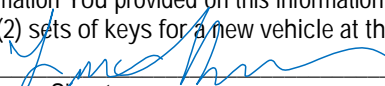
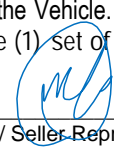
Tire & Wheel (Rim) protection  
Key/Remote Replacement  
Dent Protection  
24/7 Roadside Assistance

AGREEMENT NUMBER

**Administrative Office:**

[532 S. Main Street  
Joplin, MO 64801]

## Declaration Page

<b>Vehicle Information:</b>					
Year 2020	Make HYUNDAI	Model ELANTRA SEL	VIN # (Vehicle Identification Number 17 Digits) 5NPD84LF8LH632771	<input type="checkbox"/> New	<input checked="" type="checkbox"/> Pre-Owned
Vehicle Purchase Date 09/23/2023		Vehicle Purchase Price \$17,811.57	Mileage at Time of Sale 62,652	Number of Keys/Remotes at Time of Delivery <input type="checkbox"/> (Applicable to Ultimate coverage only: New vehicles require 2; Used vehicles require 1)	
<b>Purchaser Information:</b>					
Last Name BARNUM		First Name LUTHER	Middle Initial	E- Mail Address lmbarn1213@gmail.com	
Address 9725 WHITE BARN WAY		City RIVERVIEW	State FL	Zip 33569-5598	Telephone (813) 508-0697
<b>Dealer/Seller Information:</b>					
Dealer/Seller Name Toyota of Tampa Bay				Telephone (813) 933-6402	
Address 1101 E FLETCHER AVE		City TAMPA	State FL	Zip Code 33612	
<b>Lienholder Information:</b>					
Lienholder Name SUNCOAST CREDIT UNION				Telephone	
Address PO BOX 11904		City TAMPA	State FL	Zip Code 33680	
<b>Agreement Information:</b>					
Agreement Purchase Price \$ \$1,763.94		Agreement Purchase Date: 09/23/2023	Class 1	Term (Indicated in Months) 84	
<b>Coverage Selection</b> (Check (✓) one Selection box only. If NO box is checked, Ultimate will apply)					
<input type="checkbox"/> <b>PreferredPlus Tire &amp; Wheel</b> <ul style="list-style-type: none"><li>• Tire &amp; Wheel (Rim) Protection</li><li>• Cosmetic Wheel Repair/Replacement</li></ul>		<input type="checkbox"/> <b>PreferredPlus Superior</b> <ul style="list-style-type: none"><li>• Tire &amp; Wheel (Rim) Protection</li><li>• Cosmetic Wheel Repair/Replacement</li><li>• Dent Protection</li></ul>		<input checked="" type="checkbox"/> <b>PreferredPlus Ultimate</b> <ul style="list-style-type: none"><li>• Tire &amp; Wheel (Rim) Protection</li><li>• Cosmetic Wheel Repair/Replacement</li><li>• Dent Protection</li><li>• Key/Remote Replacement*</li><li>• 24/7 Roadside Assistance</li></ul>	
<b>Acceptance of Terms, Conditions and Coverage</b>					
The Agreement that You are purchasing is between You and Administrator/Obligor. You will be notified by the Administrator if the Agreement is ineligible for coverage. You (the undersigned) have reviewed the terms of this Agreement and understand the coverage, exclusions and maintenance requirements shown on the coverage pages. You further understand that this <b>Agreement</b> is not required to obtain financing for the Vehicle. This Agreement is based on information You provided on this information page. Additionally, I certify that I have received a minimum of one (1) set of keys for a used vehicle and two (2) sets of keys for a new vehicle at the time of purchase.					
Customer Signature 		Date 09/23/2023		Dealer / Seller Representative – Signature 	
<input type="checkbox"/> Washington Residents Only: By initialing this box, You acknowledge You have reviewed with the Dealer/Seller the section of this Agreement titled: DEFINITIONS, COVERAGE, TERMS AND CONDITIONS, EXCLUSIONS, CANCELLATION AND TRANSFER OF THIS AGREEMENT. The implied warranty of merchantability on the Vehicle is not waived if this Agreement has been purchased within ninety (90) days of the sale of the Vehicle from the Dealer/Seller.					

AUTHORIZATION IS REQUIRED FROM THE ADMINISTRATOR PRIOR TO ANY AND ALL REPAIRS OR REPLACEMENT OF COVERED COMPONENTS. **FOR ROADSIDE ASSISTANCE OR TO FILE A CLAIM CALL: TOLL FREE [866-217-5309]**

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

## I. DEFINITIONS

**Administrator/Obligor ("We", "Us", "Our"):** Sidecars, Inc., [532 S. Main Street, Joplin, MO 64801] who is the **Administrator/Obligor** to this **Agreement**. In the states of Arizona, California, Maine, Nevada, New Hampshire, New Mexico, New York, Vermont, Virginia, Washington, Wisconsin, and Wyoming, the **Obligor** is Auto Knight Motor Club, Inc. [10151 Deerwood Park Blvd., Bldg. 100, Ste. 500, Jacksonville, FL 32256]. 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 **Agreement** is a contract between **You** and **Us**.

**Agreement Term:** means the number of Months (selected in the Declaration Page) the **Agreement** is in force provided the appropriate fee is paid and received by **Us**.

**Chrome:** Chromium plate as a decorative or protective finish applied to wheels of a covered vehicle.

**Commercial Use:** Includes use of **Your** vehicle for a business in any manner including, without limitation, taxi, police car or other emergency vehicle, hauling, construction (other than driving to and from work), pick-up and delivery service, daily rentals, carry passengers for hire, snowplowing and company pool use or business travel when the vehicle is used by more than one driver.

**Cost:** The retail market value for parts and labor necessary to repair covered parts. Replacement of any covered part may be made with new, remanufactured, rebuilt or like, kind and quality at the time of Repairs at the discretion of the Administrator. Parts and labor will be reimbursed up to manufacturer's suggested retail price. Labor time will be reimbursed using nationally recognized labor time guides and standards. Cost also includes local and state taxes directed by state agencies for components replaced under this **Agreement**.

**Curb:** A stone or concrete edging to a street.

**Dealer/Seller:** The retail seller of this **Agreement** to **You** for the **Covered Vehicle** described on the Declaration Page under Dealer/Seller Information.

**Pre-Existing Conditions:** A condition that occurred before **Your** purchase of this **Agreement** that would have been known to you and apparent if the **Vehicle** had been inspected at the time of purchase.

**Repairs or Services:** Refers to those types of services as described in this **Agreement** under Section II. – Coverage.

**Road Hazard:** Objects and road conditions not normally found in the roadway, such as potholes, rocks, wood debris, metal parts, nails, glass, plastic or composite scraps or any item causing tire or wheel damage other than wear and tear.

**Unserviceable:** Unserviceable means that the tire(s) has been punctured or otherwise damaged to the extent that it is unsafe, or that the wheel would no longer hold a seal with its tire.

**Vehicle or Covered Vehicle:** The Vehicle described on the Declaration Page under Vehicle Information.

**Warranty:** Any warranty issued by the manufacturer or any other warranty.

**You or Your:** The purchaser of this **Agreement** identified on the Declarations Page under Purchaser Information.

## II. COVERAGE

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

**PREFERRED PLUS TIRE & WHEEL** - If **You** selected Preferred Plus Tire & Wheel on the Declaration Page of this **Agreement**, the following benefits apply:

1. **TIRE PROTECTION** – **We** agree to pay the reasonable costs as recognized by national retail pricing standards **You** incur to repair a tire due to contact with a Road Hazard. **We** agree to replace a tire, only if a tire covered by this **Agreement** becomes unrepairable due to damage caused by a Road Hazard and/or a curb impact. Replacement will be made with a tire of like kind, quality and cost to the original tire. This coverage is valid through the tread life of a tire (3/32" or less is excluded).
2. **WHEEL(RIM) PROTECTION** – **We** agree to pay the reasonable costs for the repair or replacement of wheels rendered unserviceable due to a covered Road Hazard and/or curb under this **Agreement**. **We** reserve the right to have damaged wheels repaired at **Our** cost by a service provider of **Our** choosing. **We** further reserve right to replace the damaged wheel at **Our** cost with a remanufactured wheel of like kind and quality to wheel that was damaged by the covered Road Hazard or curb. **We** will cover wheel replacement only in the event that the damaged wheel cannot be repaired.
3. **TOWING ASSISTANCE REIMBURSEMENT** – In the event **You** experience a Road Hazard, **We** will reimburse **You** up to one hundred and fifty dollars (\$150) per occurrence for towing or flat tire changing assistance services. **You** are responsible for any amount exceeding this per occurrence limit. Flat tire changing assistance consists of removal of flat tire and installation of **Your** inflated spare tire. To qualify for reimbursement the service provided must be a covered benefit under the terms and conditions under this **Agreement**.
4. **COSMETIC WHEEL REPAIR/REPLACEMENT** – **We** agree to repair or recondition to the fullest extent possible any wheel damaged by impact with a **Road Hazard** and/or curb which does not render a wheel unserviceable as defined in **SECTION I - DEFINITIONS**. This includes minor curb rash or flaking paint and other damage that does not cause the wheel to lose its seal with its tire. In the event that a wheel is not repairable, it will be replaced with a wheel of like kind and quality. Wheel covers that have sustained cosmetic damage due to the contact with a Road Hazard are eligible for replacement. Cosmetic wheel repair and/or replacement is limited to a total aggregate benefit of six hundred dollars (\$600) payable during the **Agreement** Period.
5. **MOUNTING AND BALANCING** – **We** agree to pay the fair market price that **You** incur for mounting, balancing, valve stems, and tire disposal for any tire replaced under this **Agreement**. However, shop supplies, and unspecified charges are specifically excluded. Tire Pressure Monitoring System (TPMS) components are covered on a covered wheel only when damaged by a Road Hazard.

**PREFERRED PLUS SUPERIOR** - If **You** selected Preferred Plus Superior on the Declarations Page of this **Agreement**, in addition to all the benefits of the Preferred Plus Tire & Wheel section, the following benefits also apply:

6. **PAINTLESS DENT REPAIR** – PDR is a process developed by automobile manufacturing production teams that uses specialized hand tools to permanently remove minor dents and dings of four inches (4") or less without affecting the existing paint finish, but does not include services that involve the replacement of vehicle body panels or sanding, bonding or repainting. During the **Agreement** Term, **We** agree to cover the cost to repair dents and dings of four (4") or less on all exterior painted sheet metal body panels of the **Vehicle** that are repairable through existing PDR techniques. Hail damage that is repairable through Paintless Dent Repair techniques is covered under this **Agreement** up to the dollar value of **Your** comprehensive damage deductible applicable to hail damage or one thousand dollars (\$1000), whichever is less, and only if a hail claim was filed with the comprehensive policy insurer of the Vehicle.

**PREFERRED PLUS ULTIMATE** - If **You** selected Preferred Plus Ultimate on the Declarations Page of this **Agreement**, in addition to all the benefits of the Preferred Plus Superior section, the following benefits also apply:

7. **KEY/REMOTE REPLACEMENT** – In the event **Your** key/remote is lost, stolen or becomes inoperable, **We** will pay for replacement key/remote in the amount of, not to exceed, eight hundred dollars (\$800) per one year period. **IMPORTANT NOTE:** for the safety and security of the vehicle owner, all keys and/or remotes that are reported lost, stolen or destroyed must be reprogrammed by the dealer prior to replacement. **You** are not responsible for any out-of-pocket expense other than costs in excess of the yearly limit of eight hundred dollars (\$800). **We** are solely agreeing to pay the replacement cost for eligible keys/remotes under the terms, conditions and limitations set forth in this **Agreement**. **We** shall not provide any keys/remotes ourselves. Further, **We** do not in any way warrant or guarantee, whether express or implied, any replacement key/remote obtained by **You** and/or paid for under this **Agreement**. **We** will pay for the replacement of additional keys on **Your** key ring that are lost or stolen. **We** will pay up to a maximum of two hundred and fifty dollars (\$250) per occurrence, throughout the term of this **Agreement**. If **You** are locked out of **Your** home, **We** will provide services to unlock **Your** home. **We** will pay up to a maximum of one hundred (\$100) per occurrence, throughout the term of this **Agreement**. **You** must demonstrate proof of residence, such as a valid driver's license with the address indicated, and be present at the residence for home lock-out services.
8. **ROADSIDE ASSISTANCE:** During the **Agreement** Term, Emergency Roadside assistance is available to **You** twenty four (24) hours a day, every day of the year. **You** will only have to pay for any non-covered expenses or covered costs in excess of **Your** one hundred and fifty dollars (\$150) per occurrence maximum. **Service** must be a covered **Repair** or **Service** under this **Agreement** and is available only for the **Vehicle** registered as part of this **Agreement**. **Your** twenty-four (24) hour roadside assistance service begins on the **Agreement** Purchase Date shown on the Declarations Page and terminates on the expiration of this **Agreement**. All of the services provided are described herein and are applicable throughout the United States, Alaska, Hawaii and Canada. Only one (1) disablement for the same service type during any seven (7) day period will be accepted. All benefits are subject to the limitations contained in **SECTION V - EXCLUSIONS**.
  1. All roadside assistance benefits are provided by Auto Knight Motor Club, Inc., 10151 Deerwood Park Blvd., Bldg. 100, Ste. 500, Jacksonville, FL 32256.
  2. This is not a reimbursement program. **You** must contact Auto Knight Motor Club, Inc. first to dispatch services. In the event that roadside assistance service is not obtainable through Auto Knight Motor Club, Inc., **You** will receive a refund of payment made by **You** according to the coverage limits outlined herein.
  3. **You** have the right to file a complaint by submitting a written complaint to Auto Knight Motor Club, Inc. Customer Care Department at: 10151 Deerwood Park Blvd., Bldg. 100, Ste. 500, Jacksonville, FL 32256, or contacting a representative by calling 866-217-5309.

For service contact the **TOLL-FREE NUMBER 866-217-5309** and a service vehicle will be dispatched to **Your** assistance. **Important: Please be with Your Vehicle when the service provider arrives, as they cannot service an unattended vehicle. The following are covered emergencies, subject to a one hundred and fifty dollars (\$150) per occurrence limit:**

- **Towing Assistance** - When towing is necessary, **Your Covered Vehicle** will be towed to the closest licensed service facility or to any other location requested (up to 25 miles).
- **Flat Tire Assistance** - Service consists of the removal of the flat tire and its replacement with **Your** good spare tire.
- **Fuel, Oil, Fluid and Water Delivery Service** - An emergency supply of three (3) gallons of fuel, oil, fluid and water will be delivered if **You** are 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 **Covered Vehicle**, assistance will be provided to gain entry into the **Covered Vehicle**.
- **Battery Assistance** – If battery failure occurs, a jump start will be provided to start **Your Vehicle**

**SUBSTITUTE TRANSPORTATION** - See **SECTION III. CLAIM PROCEDURES** for instructions on how to receive prior authorization for Substitute Transportation. **You** are required to retain all receipts and documentation related to any authorized Substitute Transportation and provide them the Administrator. If a covered damage requires the Vehicle to be left at a repair facility, **You** may be eligible for reimbursement for **Your** received expenses incurred for rental vehicle, taxi service, on-demand ridesharing, or other modes of public transportation. **We** will pay or reimburse up to a maximum of fifty dollars (\$50) per day until repairs are completed, not to exceed seven (7) consecutive days. If **You** rent a vehicle it must be from a licensed rental agency or the Repair Facility. **You** must be the primary driver named in the rental agreement or named as an additional driver. Substitute Transportation coverage ends the date repairs are completed.

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

### **III. CLAIM PROCEDURES**

#### **Claims Procedures:**

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

1. Contact the Administrator's claim center before any repair or replacement have begun by calling [866-217-5309]. The claim center will initiate a claim and issue you a claim number.
2. Take **Your Vehicle** to any licensed Repair Facility. If **You** are within twenty five (25) miles of the Dealer Seller, We recommend that **You** return to the Dealer/Seller for repairs. If **You** need assistance in locating a Repair Facility, contact the Administrator at [866-217-5309]. If **Your Vehicle** requires towing to the Repair Facility the Towing reimbursement is limited to the lesser of twenty five (25) miles or \$150 per occurrence. Costs for mileage in excess of twenty five (25) miles or \$150 will be **Your** responsibility. (See Section II. Coverage, # 10 for additional details).
3. Provide Repair Facility with a copy of **Your Agreement** and/or **Your Agreement Number** and/or **Your claim number**.
4. **Repair Authorization** – Prior to any repair or replacement 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. EST] at [866-217-5309]. No repairs are to be made on **Your Vehicle** until **Your** claim has been authorized by the Administrator. Any claim for repairs without prior authorization will not be covered. If **You** require services outside of Our regular business hours, **You** may 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 diagnostic time needed to determine whether **You** have a covered Failure. If **You** reasonably determine that **You** have a covered Failure and **You** choose to have **Your Vehicle** repaired outside of regular business hours, **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 Failure. If the Administrator determines that there was a covered Failure under this **Agreement**, then we will pay **You** in accordance with the terms and conditions of this **Agreement**.
5. Authorize the Repair Facility to perform necessary diagnostic work and provide so that the Repair Facility can provide accurate diagnosis and estimate of repairs. Costs for any diagnostic work is **Your** responsibility.
6. Allow the Administrator to inspect **Your Vehicle** prior to any repair or replacement being made.
7. After investigating **Your Vehicle's** failure, in case of a discrepancy in findings, the Administrator reserves the right to have repairs performed at a location other than the one **You** have selected.
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 legible and understandable, and contain the following information: Repair Facility name, address and phone number, Your name, address and phone number, repair diagnosis, parts and labor costs, claim number, vehicle identification number, vehicle mileage, year, make and model. Claim number issued by the Administrator must appear on all receipts submitted for reimbursement. No invoices will be processed without a valid claim number. The claim number is valid for 180 days from the date it is issued. Once authorization is obtained, and the repair is completed, all repair orders and documentation must be submitted to the Administrator within 180 days to be eligible for payment.

#### YOUR RESPONSIBILITY FOR SERVICE AND MAINTENANCE

You must maintain proper air pressure in all covered tires per the manufacturer recommendations. Tires should be checked monthly for proper pressure, signs of dry rot, improper wear, and tread depth less than 3/32". Any conditions that cannot be corrected or demand replacement for the safety of the vehicle's occupants are the responsibility of the Agreement Holder.

#### IV. TERMS AND CONDITIONS

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

1. This Agreement is between the Purchaser of the Agreement (You) and the Administrator/Obligor and applies only to the Vehicle identified in the Declaration Page under the Vehicle Information section. In no event shall the Administrator be liable for any direct, indirect, punitive, special, incidental, consequential damages or any damages arising out of or connected with the repairs performed under this Agreement.
2. **Agreement Period** - The Agreement Term begins on the Agreement Purchase Date (effective date) and expires on the passing of the number of months selected.
3. **Arbitration** - You agree that all individual, class action or other claims arising from or relating to this Agreement, whether in contract, tort, pursuant to statute, regulation, in equity or otherwise, are subject, at Your, Our, or the Administrator's election, to neutral binding arbitration.
4. **If You have Other Coverage:** If You have any other coverage, We will pay only the amount in excess of that coverage, subject to the limits of this Agreement.
5. **Limit of Liability** - This Agreement is for the sole benefit of You (the purchaser named on the Declaration Page) and applies only to the Vehicle. In no event shall the Administrator be liable for any direct, indirect, punitive, special, incidental, consequential damages or any damages arising out of or connected with the repairs performed under this Agreement. The total of all benefits paid or payable under this Agreement shall not exceed the purchase price of the Vehicle. In no event will Our liability for an individual repair visit exceed the average retail value of the Vehicle as stated in the current online National Automobile Dealer Association (NADA) pricing guide immediately prior to the breakdown.
6. **Odometer** - Your odometer must function and display at all times. A non-working odometer, odometer display or cluster containing the odometer, or odometer that has been stopped, altered or misrepresents the actual mileage voids the Agreement without cancellation. No refund will be paid.
7. You are responsible for properly maintaining the Vehicle in accordance with the manufacturer's specifications and to protect against further damage from continued operation.
8. **Coverage** is limited to the repair or replacement of stated components.
9. **Failure** of a covered component must occur while the Agreement is in force.
10. **Administrator** will make arrangements for payment in the amount of the authorized amount less related charges not covered by the Agreement.
11. You must provide your Agreement number when contacting the Administrator.
12. **Administrator** does not allow any third party to create any obligation or liability in connection with this Agreement.
13. The Dealer/Seller is not an agent of the Administrator.
14. **Notice to Consumers:** Purchase of this Agreement is not required to purchase or finance a Vehicle. The terms of this Agreement control the Agreement between You and Us. No change or modification to the written terms is valid. This Agreement is based on information You provided on the Declaration Page. Misrepresentation will result in rejection or cancellation of this Agreement. If a provision of this Agreement is or becomes illegal, invalid or unenforceable in any jurisdiction, that shall not affect the validity or enforceability in that jurisdiction of any other provision of this Agreement.
15. **Subrogation:** If You receive benefits under this Agreement and You have a right to recover from another party including, without limitation, any manufacturer, insurance company or service agreement provider who may be responsible to You for Costs, Repairs or Services under this Agreement, Your rights to recover automatically become Our rights to recover. If We ask, You agree to cooperate with Us in any matter concerning this Agreement or, to enforce Our rights.
16. You are covered during the Agreement Term. This Agreement applies only to repairs occurring within the continental United States of America, Alaska, Hawaii or Canada.

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

This Agreement excludes the following parts and services:

1. **General Exclusions:** This Agreement DOES NOT COVER OR PAY FOR ANY (1) consequential loss or damage whatsoever, including loss, damage or injury to person or property resulting from the failure of any parts of Your Vehicle, the Replacement of which are covered under the terms and conditions of this Agreement; (2) You rent Your Vehicle to someone else; (3) Your Vehicle is used for Commercial Use; (4) Your Vehicle is used for snow plowing, competition or speed events; (5) Your Vehicle is modified from the Manufacturer's original specifications regardless by whom or when the modifications were made; (6) For fraudulent representations to obtain this Agreement or when presenting a request for Repair under this Agreement; (7) Any damage that occurs outside the United States, Alaska, Hawaii or Canada; (8) Pre-Existing Condition(s); (9) Any repair, replacement or services performed without the Administrator's prior authorization unless outside of regular business hours; (10) And for costs covered by any Warranty, insurance policy or any other guarantee, regardless of whether they honor such a warranty or guarantee; (11) This Agreement does not extend to a vehicle attached to your Covered Vehicle such as a trailer or if vehicle is in tow.
2. **Tire Protection Exclusions:** The following items are not covered (1) Any damage resulting from off-road use, racing, collision, accident, chain damage, misuse, abuse, lack of proper maintenance per the manufacturer recommendations, suspension problems, use on a construction site or on roads not regularly maintained, vandalism or malicious mischief, theft, fire, or any loss covered by primary physical damage insurance; (2) Damage caused by driving on tires that are improperly inflated; (3) Tires with tread depth of 3/32" or less at the lowest point on the tire at time of claim; (4) Any damage to tires transferred from another vehicle subsequent to the Agreement Purchase Date; (5) Any damage to tires that are mounted on vehicles other than private passenger cars and light duty trucks and vans (under 13,500 GVWR); (6) Any damage that is covered by any

- other agreement, including warranties issued by the manufacturer. Any damage that is the result of a manufacturer defect; (7) Replacement wherein the manufacturer, by public announcement of a recall, established its responsibility to replace tires (8) Any loss where You or any person on Your behalf falsely swears or commits any fraudulent act with respect to any claim; (9) Any tire repair and/or replacement that is not preauthorized by Us. Any loss that is not reported to Us within sixty (60) days from the date the damage occurs; (10) and any damage caused by the continued operation of YOUR vehicle following an initial covered failure; (11) Wheel cover that is lost or stolen; (12) Carbon fiber wheels.
3. **Wheel (Rim) Protection Exclusions:** The following items are not covered (1) Any damage resulting from off-road use, racing, collision, accident, chain damage, misuse, abuse, lack of proper maintenance per the manufacturer recommendations, suspension problems, use on a construction site or on roads not regularly maintained, vandalism or malicious mischief, theft, fire, or any loss covered by primary physical damage insurance; (2) Damage caused by driving on tires that are improperly inflated; (3) Any damage to wheels transferred from another vehicle subsequent to the Agreement Purchase Date; (4) Any damage to wheels that are mounted on vehicles other than private passenger cars and light duty trucks and vans (under 13,500 GVWR); (5) Any damage that is covered by any other agreement, including warranties issued by the manufacturer. Any damage that is the result of a manufacturer defect; (6) Replacement wherein the manufacturer, by public announcement of a recall, established its responsibility to replace wheels; (7) Any loss where You or any person on Your behalf falsely swears or commits any fraudulent act with respect to any claim; (8) Any wheel repair or replacement that is not preauthorized by Us. Any loss that is not reported to Us within sixty (60) days from the date the damage occurs; (9) aftermarket wheels which were mounted on the vehicle subsequent to the Agreement Purchase date; (10) any wheel which maintains a seal with its tire unless the applicable cosmetic wheel repair/replacement option has been elected; (11) and any damage caused by the continued operation of YOUR vehicle following an initial covered failure.
  4. **Cosmetic Wheel Repair/Replacement Exclusions:** The following are not covered - aftermarket wheels, wheel covers or damage to wheels that become dented or bent from contact as a result of frame, body or suspension damage. Only the OEM wheels on the vehicle at the time of original vehicle purchase are covered. Vehicles equipped with chrome or chrome clad wheels must select the mandatory chrome surcharge in the Vehicle Information section of the Declaration Page and the cosmetic wheel repair/replacement at the time of sale in order to qualify for coverage under this benefit.
  5. **Key/Remote Replacement:** Only lost or inoperable keys are covered for replacement under this agreement. Requests for additional keys and/or remotes not provided at time of agreement purchase are not covered. Replacement batteries or cosmetic damage are not covered. Any valet keys or aftermarket devices (such as Remote Start) are not covered.
  6. **Paintless Dent Repair Exclusions:** The following are not covered under the PDR Repairs (1) Dents or Damage occurring prior to or after the Agreement Term; (2) Damage caused by hail or other weather related damage; (3) Dents not accessible with PDR tools located on the hood, roof, trunk lid, body lines or edges of an auto body panel of the vehicle; (4) Dents previously repaired using methods of body fillers and repainting; (5) Non-Factory installed services or equipment that have changed the vehicle's original body and/or eliminated access to a location for the dent repair technician to complete the PDR repair process; (6) Dents or creases that are larger than two (2) inches in length/diameter or have sharply indented the metal and impede the metal from returning to its original shape; (7) Dents not repairable using PDR Techniques; (8) Repairs performed through non PDR techniques; (9) and Repairs to any area where the paint is damaged.
  7. **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.
- 6) All exotic vehicles, including, but not limited to: Alfa Romeo, Alpina, Ascari, Avanti, Bugatti Noble, Pagani, Panoz, Saleen, Spyker, TVR, Daewoo, Bentley, Lamborghini, Lotus, Maserati, Ferrari, Rolls Royce. Agreements received for such vehicle classes will be rejected.
- 7) Any vehicle where this Agreement was not purchased at time You purchased or leased the vehicle.

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

**VI. CANCELLATION OF THIS AGREEMENT**

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

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

**Cancellation by Us:** **We** may only cancel this **Agreement** for non-payment, material misrepresentation, or fraud by **You**. If **We** cancel this **Agreement**, notice outlining the specific nature of reason for cancellation will be mailed to **You** and the validity of the **Agreement** will cease no more than five (5) days from the postmark date of such notice. If **We** cancel for non-payment, **You** will receive a refund within thirty (30) days of the date of cancellation. If **We** cancel for material misrepresentation or fraud, **You** will receive a pro-rata refund of the purchase price on the **Agreement** within thirty (30) days of the date of cancellation. **We** are liable for any claim reported if the claim is reported and approved prior to the effective date of cancellation and is covered by the **Agreement**. In the event of a cancellation, the Lienholder, if any, will be named on the refund check and, in the event of a cancellation upon repossession, the sole payee.

**VII. TRANSFER OF THIS AGREEMENT**

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

**VIII. 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's** 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 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 SALES ORDER AND RECEIPT FROM THE SELLING RETAILER).** To opt out, **You** must send written notice to either: (1) 10151 Deerwood Park Blvd., Building 100, Suite 500, Jacksonville, FL 32256, Attn: Legal or (2) [legal@fortegra.com](mailto: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.

#### 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 Contract 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 New York, Rhode Island, and Wisconsin, **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.

If the **Obligor** fails to pay an authorized claim within sixty (60) days, or if the **Obligor** becomes insolvent or ceases to conduct business during the term of this agreement, you may submit your claim directly to the applicable insurer at the above address for consideration.

#### 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.

**ARKANSAS:** Section VIII, DISPUTE RESOLUTION/ARBITRATION AGREEMENT AND CLASS ACTION WAIVER, does not apply in the state of Arkansas. Obligations of the provider under this service contract are guaranteed under a service contract reimbursement insurance policy. If the provider fails to pay or provide service on a claim within sixty (60) days after proof of loss has been filed, the service contract holder is entitled to make a claim directly against the insurance company.

**CALIFORNIA:** Performance to **You** under this **Agreement** is guaranteed by a California approved insurance company. If any promise made in the Contract has been denied or has not been honored within sixty (60) days after **Your** request, **You** may contact the 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)). 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**. **You** may cancel this **Agreement** if the **Vehicle** is returned, sold, lost, stolen, or destroyed.

**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 claims paid and 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, 4th Floor, Des Moines, Iowa 50309-3738, (515) 281-5705. 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 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.

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

**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 non-renewable.

**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 **Auto Knight Motor Club, Inc. at (855) 321-6118 or 10151 Deerwood Park Blvd., Bldg. 100, Ste. 500, Jacksonville, FL 32256**. 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 canceled for non-payment of the **Agreement** Purchase Price;
2. Forty five (45) days before the effective date of cancellation if canceled for any other reason.

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

FILING A CLAIM section has been revised to add the following: If an emergency occurs which requires a covered **Mechanical Breakdown** repair to be made at a time when **Our** office is closed and prior authorization for the repair cannot be obtained, **You** should follow all of the claim procedures outlined in this section with the exception of 2. Obtain Authorization for Payment from **Us**. After following these instructions, contact **Us** for claims instructions on the next business day at (800) 451-0459, or as soon as reasonably possible. ARBITRATION section 3, is deleted in its entirety and replaced with the following: Any matter in dispute between **You** and **Us** may be subject to arbitration as an alternative to court action pursuant to the rules of (The American Arbitration Association or other recognized arbitrator), a copy of which is available on request from **Us**. Any decision reached by arbitration shall be binding upon both **You** and **Us**. The arbitration award may include attorney's fees, if allowed by state law, and may be entered as a judgment in any court of proper jurisdiction. The arbitrator shall be prohibited from awarding punitive, consequential, special, incidental, and exemplary damages. The arbitrator may award a party only its actual damages and the arbitrator may award equitable relief including injunctive relief. An arbitration award may not be set aside in later litigation except upon the limited circumstances set forth in the Federal Arbitration Act, 9 U.S.C. §1 et Seq. An award in arbitration will be enforceable under the Federal Arbitration Act by any court having jurisdiction. INSURANCE STATEMENT section is amended to add the following: In the event the **Obligor** fails to pay any claim within sixty (60) days after proof of loss has been filed, **You** may file a direct claim with Lyndon Southern Insurance Company. To do so, please call the following toll-free number for instructions: (800) 888-2738.

**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 from 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 canceled, 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. **Our** obligations under this **Agreement** are insured under insurance policy number AKMC-WA issued by Lyndon Southern Insurance Company, 10151 Deerwood Park Blvd., Bldg. 100, Ste. 500, Jacksonville, FL 32256, Tel: (800) 888-2738. In the event **We** fail 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. To do so, please call the following toll-free number for instructions: (800) 888-2738.

**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 Date, 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 pro-rated amount of the **Agreement** Purchase Price less any claims paid on **Your Agreement**. **We** may cancel this **Agreement** for material misrepresentation or fraud at time of sale, substantial breach of duties by the **Agreement** holder relating to **Agreement** coverage, or non-payment of **Agreement** Purchase Price. If **We** cancel this **Agreement**, **We** will provide written notice of cancellation, including the effective date of the cancellation and the actual reason for the cancellation, to the last known mailing address at least five (5) days prior to the effective date of the cancellation. If **We** cancel this **Agreement**, **We** or the **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.

**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 B. GENERAL PROVISIONS 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.

**WYOMING:** The CANCELLATION section is amended to add the following: If **You** are the original **Agreement** Holder and **You** cancel this **Agreement** within sixty (60) 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.

**MISSOURI:** Section VI. Is hereby deleted in its entirety and replaced with the following:

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

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

If **You** cancel this **Agreement**, **We** shall mail a written notice to **You** within forty-five (45) days of the date of **Our** receipt of your notice of cancellation. The written notice may be included with any other correspondence required by this section.

If **You** or the Lienholder cancel this **Agreement**, any refund will be paid or credited no more than forty-five (45) days from the date the **Obligor** or the **Dealer/Seller** or **Administrator** receives notice of the request to cancel.

If **You** cancel this **Agreement**, a 10% penalty of the amount outstanding per month will be added to any refund not paid within forty-five (45) days of **Your** cancellation.

**Cancellation by Us:** **We** may only cancel this **Agreement** for non-payment, material misrepresentation, or fraud by **You**.

If **We** cancel this **Agreement**, **We** will pay to **You** a full refund of the **Agreement** Purchase Price, if (1) **We** provide a written notice of cancellation to **You** within the first thirty (30) days after the **Agreement** Purchase Date; and (2) **We** have not paid out a claim under this **Agreement**. If there is a claim in the first thirty (30) days, or if **We** provide a written notice of cancellation to **You** after the first thirty (30) days from the **Agreement** Purchase Date, **You** will be entitled to a pro-rated refund of the **Agreement** Purchase Price based on the greater of the number of days the **Agreement** was in force or the miles driven compared to the total time in the **Agreement**, less the amount of claims paid under this **Agreement**. If **We** cancel this **Agreement**, the cancellation fee does not apply.

In the event of a cancellation, the Lienholder, if any, will be named on the refund check, and in the event of a cancellation upon repossession, the sole payee. Important: Any claim incurred or paid will be deducted from the amount of the cancellation refund.

If **We** cancel this **Agreement**, any refund will be paid or credited no more than forty-five (45) days from the date the **Obligor** provides notice of the cancellation.

If **We** cancel this **Agreement**, a 10% penalty of the amount outstanding per month will be added to any refund not paid within forty-five (45) days of **Our** cancellation.

**Cancellation by Lienholder:** If the Lienholder cancels this **Agreement** as a result of the **Covered Vehicle** being repossessed or declared a total loss, then **You** hereby transfer all of **Your** rights of cancellation, as outlined above, to the Lienholder.

TRANSFER Section VII paragraph (1) is amended to read as follows: A check for a fifty-dollar (\$50) transfer fee payable to Sidecars, Inc.

Obligations of the provider under this service contract are guaranteed under a service contract reimbursement insurance policy. You may apply for reimbursement directly to Lyndon Southern Insurance Company 10751 Deerwood Park Blvd., Ste. 200, Jacksonville, FL 32256, Tel: (800) 888-2738 if: (1) a covered service is not provided to You before the 61st day after the date of proof of loss; or (2) a refund or credit is not paid before the 46th day after the date on which the **Agreement** was canceled by You.