



Vehicle Service Contract

CONTRACT NUMBER

292611000927

REGISTRATION

CUSTOMER INFORMATION

CUSTOMER NAME O k 11111112 CO-CUSTOMER NAME
ADDRESS Pinecrest Lake, California, USA
CITY, STATE, ZIP Pinecrest CA 95364 CUSTOMER EMAIL nkhare@tekion.com
PHONE # 9611028650 CO-CUSTOMER EMAIL

VEHICLE INFORMATION

VIN 3C4PDCAB4HT544908 YEAR 2017 MAKE DODGE MODEL JOURNEY
CURRENT ODOMETER 116,886 VEHICLE PURCHASE PRICE \$50,000.00 VEHICLE CLASS

COVERAGE AND TERMS

☐ 4 STAR COVERAGE ☐ 3 STAR COVERAGE ☐ 2 STAR COVERAGE ☒ STAR COVERAGE
★★★★★ ★★★ ★★ ★

TERM MONTHS 12

TERM MILEAGE 30,000

CONTRACT PRICE \$793.00

This coverage ends when the month's term selected expires as measured from the Contract Purchase Date or when the mileage of Your Vehicle reaches the total of the Current Odometer plus the mileage term selected.

SURCHARGES

(if a box is not marked, then no coverage applies.)

☐ COMMERCIAL USE VEHICLE ☐ BUY BACK
☐ AFTER POINT OF SALE ☐ CANADIAN VEHICLE
☐ OVERSIZED TIRES/LIFTED VEHICLE
☐ UBER/LYFT

After point of sale - (Select if contract purchase date is not the same as Vehicle purchase date and Vehicle is not under manufacturer's warranty.)

DEDUCTIBLES

☐ \$0
☐ \$100 DISAPPEARING
(must be serviced at selling dealer, otherwise \$100 applies)
☒ \$100
☐ \$200
☐ \$500

SELLER INFORMATION

DEALER NAME All Things Automotive
ADDRESS 21518 Great Cove Rd. CITY Mcconnellsburg STATE PA ZIP 17233
PHONE # 7174855125
ACCOUNT # 0000029261

LIEN HOLDER INFORMATION

LIEN HOLDER NAME HMF
ADDRESS 423 Lynch St CITY St. Louis STATE MO ZIP 63118
PHONE #

I understand that the purchase of this Contract is not required in order to purchase or obtain financing for this Vehicle and is subject to verification. My signature below indicates that I have read and agree to all the terms and conditions of this Contract. In addition, if this Service Contract is financed or included in my Lease agreement, I authorize Lien Holder to 1) be listed as joint payee and receive any refund in the event this Contract is canceled, and 2) cancel this Contract in the event I default on my obligation to such Lien Holder.

3/10/2022

CUSTOMER SIGNATURE

CONTRACT PURCHASE DATE

SELLER SIGNATURE

Administered by
ENTERPRISE FINANCIAL GROUP, Inc. (EFG)

MAP (0819)

or one of its affiliated companies (see DEFINITIONS for Your state-specific Administrator)
P.O. Box 167667, Irving TX 75016, 1-800-527-1984, www.efgcompanies.com

CR082619

CONTRACT

This Contract is between the Contract Holder and the Service Contract Provider as defined under the Definitions section of this Contract. The Seller is not a party to this Contract and has no obligations to You in regard to the benefits provided. In return for Your payment for this Contract and subject to its terms, You will be provided with the protection described herein.

This Contract will terminate when You sell Your Vehicle unless transferred as provided in the Transfer Section, or when this Contract is canceled as outlined in the "How This Contract May Be Canceled Including Refunds and Charges" section. The coverage provided by this Contract cannot be renewed.

This agreement is not an insurance contract. Your benefits and Our obligation to perform under this Contract are insured by an Insurance Policy. If the benefits as described are not provided within sixty (60) days after You provide proof of loss covered by this Contract, or if the Service Contract Provider becomes insolvent or otherwise financially impaired, then You may make a direct claim against the insurer. For Connecticut, Florida, Iowa, Minnesota, Missouri, Nebraska, New Hampshire, New York, Oklahoma, South Dakota, and Washington residents only, the insurer is American Bankers Insurance Company of Florida, 11222 Quail Roost Drive, Miami, FL 33157, 1-866-306-6694. For all other states, the insurer is American Security Insurance Company, PO Box 50355, Atlanta, GA 30302, 1-866-306-6694.

DEFINITIONS

- **Commercial Use Vehicle** means Vehicles used for business, deliveries, construction, or commercial hauling.
- **Consumer, Customer, Service Contract Holder, You, and Your (Contract Holder)** means the person(s) listed in the "Customer Information" section on the Registration page.
- **Covered Part** means an item listed as a Covered Part, based on the coverage You selected, as defined in the section titled "Covered Parts".
- **Covered Breakdown, Covered Repairs, Breakdown, and Mechanical Breakdown** means the event caused by the total failure of any Covered Part to work as it was designed to function in normal service.
- **Wear & Tear** means the Breakdown or Mechanical Breakdown that naturally or inevitably occurs from normal wear, aging, or ordinary use.
- **Insurance Policy and Reimbursement Insurance Policy** means a policy of insurance issued to the Service Contract Provider by an insurance company as stated in the "Contract" section above.
- **Lien Holder, Finance Company, and Funding Company** means the entity that funded this Contract to Us on Your behalf. The same entity retains rights to any refund due until such time You have completed repayment of Your payment plan or installment agreement.
- **Lifted Vehicles** means any Vehicle with modifications between 2" and 6", which alters the original steering and/or suspension components and changes the Vehicle's ride height from the manufacturer's specification when the Oversized Tires/Lifted Vehicle surcharge is selected on the Registration page.
- **Lubricated Part(s)** means a part that requires lubrication to perform its function.
- **Motor Vehicle and Vehicle** means the Vehicle identified by the Vehicle Identification Number (VIN) listed on the Registration page of this Contract.
- **Oversized Tires** means any tire size installed on the Vehicle not specified for use on that Vehicle by the manufacturer, as listed on the Vehicles FMVSS (Federal Motor Vehicle Safety Standards) Certification Label and cannot exceed 37" when the Oversized Tires/Lifted Vehicle surcharge is selected on the Registration page.
- **Provider Fee and Single Payment Contract Price** means the consideration paid by the Contract Holder for this Service Contract.
- **Repair Visit** means one or more Mechanical Breakdowns related in time or cause.
- **Seller and Issuing Party** means the retail facility where You purchased this Contract.
- **Service Contract and Contract** means this Service Contract for the Vehicle described on the Registration page.
- **Service Contract Provider, We, Us, and Our (Administrator / Obligor)** means Enterprise Financial Group, Inc. (EFG), P.O. Box 167667, Irving, TX 75016, 1-800-527-1984, www.efgcompanies.com, Oklahoma VSC provider license # EFG-861229.

For California, Louisiana, and South Carolina residents only: We, Us, and Our means EFG Agency, Inc., P.O. Box 167667, Irving, TX 75016, 1-800-527-1984, California VSC provider license # OD75490.

For Delaware and Washington residents only: We, Us, and Our means Reticulated Administrative Services, Inc. (RAS), P.O. Box 167667, Irving, TX 75016, 1-800-527-1984, who is contractually obligated to the Service Contract Holder under the terms of the Service Contract.

For Florida residents only: We, Us, and Our means Enterprise Financial Group of Florida, Inc. (EFGF), P.O. Box 167667, Irving, TX 75016, 1-

OUR OBLIGATIONS

If a Mechanical Breakdown of Your Vehicle occurs during the term of this Contract, We will:

- Pay You or the repairer for repair or replacement of the Covered Part(s) and associated labor as required for the completion of the repair or replacement of those parts which caused the Mechanical Breakdown. Any part damaged by the failure of a Covered Part is covered under this Contract. Labor will be verified by the standard versions of the following nationally recognized labor guides: Motors, Mitchell, and All Data. Replacement parts, not to exceed manufacturer's suggested retail price, may be of like kind and quality. This may include the use of new, remanufactured or used parts as determined by Us.
- Reimburse You for a rental car at the rate of up to forty dollars (\$40) per day for up to five (5) days and a maximum of two hundred dollars (\$200) per Repair Visit. To receive rental benefits, You must supply Us with Your receipt from a licensed rental agency. 4 Star coverage only, the total dollar limit is increased to five hundred sixty dollars (\$560) or up to fourteen (14) days if repairs are delayed due to the manufacturer's failure to deliver replacement parts and We are supplied with manufacturer's documentation of the backordered part.
- Reimburse You for lodging and meal expenses actually paid by You if the Covered Breakdown is completed more than one hundred (100) miles from Your primary residence and You are stranded overnight. The limit on this reimbursement is one hundred twenty-five dollars (\$125) per day for up to five (5) days and a maximum of six hundred twenty-five dollars (\$625) per Mechanical Breakdown or Breakdowns related in time or cause.

YOUR OBLIGATIONS

- You must follow all maintenance schedules in accordance with Your Vehicle manufacturer's recommendations. You must keep and make available verifiable service/purchase receipts (indicating dates, mileage, and a description of Your Vehicle) which show that this maintenance has been performed within the time and mileage limits required.
- You or Your repair facility are required to obtain Our authorization prior to beginning any repair covered by this Contract, unless obtaining afterhours or emergency repairs.
- You are responsible for paying the deductible selected on the Registration page of this Contract each time You have a Mechanical Breakdown. If You selected the box marked \$100 DISAPPEARING, You will pay no deductible when Covered Repairs are performed by the Seller listed in the Registration section of this Contract. However, if You have Covered Repairs performed at a repair shop other than the Seller listed in the Registration section of this Contract, Your Deductible will be one hundred dollars (\$100).
- You are responsible for authorizing any teardown or diagnosis time needed to determine if Your Vehicle has a Covered Breakdown. If it is subsequently determined that the repair is needed due to a Covered Breakdown, We will pay for appropriate diagnosis time (as determined by nationally recognized labor time guides). If the failure is not a covered Mechanical Breakdown, then You are responsible for **this charge**.

ARBITRATION

Please review the STATE REQUIREMENTS & DISCLOSURES for Your state, as an arbitration addendum may be provided that alters this section.

THE PARTIES TO THIS AGREEMENT ACKNOWLEDGE AND AGREE THAT THEY MAY HAVE HAD THE RIGHT TO LITIGATE DISPUTES ARISING OUT OF OR RELATING TO THIS AGREEMENT BEFORE A JUDGE AND JURY, BUT HAVE WAIVED ANY SUCH RIGHTS IN FAVOR OF RESOLVING SUCH DISPUTES UNDER THE MEDIATION AND ARBITRATION PROVISIONS HEREIN.

Should any controversy or claim arising out of or relating to this Contract, or the breach thereof, the parties agree to first mediate the dispute amongst themselves in good faith prior to demanding arbitration or taking any further legal action. To initiate mediation, either party must provide notice, in writing, to the other party, of the request to mediate. The parties agree to mediate the matter amongst themselves by telephone conference within thirty (30) days of receipt of such notice.

If the dispute is not resolved by mediation, the parties agree that any controversy or claim arising out of or relating to this Contract, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association ("AAA") in accordance with its Commercial Arbitration Rules, its Expedited Procedures, and its Supplementary Procedures for Consumer-Related Disputes, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The parties agree that a panel of one (1) arbitrator will be selected from a field of arbitrators provided by the AAA.

The filing party (the "claimant") must notify the other party (the "respondent"), in writing, that it wishes to arbitrate a dispute. The demand should briefly explain the dispute, list the names and addresses of the Consumer and the business, specify the amount of money involved, and state what the claimant wants. The claimant must also send two copies of the demand to the AAA at the time it sends the demand to the respondent. When sending a demand to the AAA, the claimant must attach a copy of the arbitration agreement from the Consumer's Contract with the business. The claimant must also send the appropriate administrative fees and deposits. After the claimant pays the

appropriate administrative fees and deposits associated with filing the demand, EFG shall pay the remainder of the fees and costs of the arbitration to the AAA on behalf of both parties. Nothing in this provision limits the arbitrator's power to award the arbitration fees and costs to either party as part of the award.

THE PARTIES EXPRESSLY WAIVE THEIR RIGHTS TO HAVE A COURT ADJUDICATE DISPUTES ARISING OUT OF OR RELATED TO THIS AGREEMENT INCLUDING, WITHOUT LIMITATION, IN SMALL CLAIMS COURT OR JUSTICE COURT, EXCEPT FOR THE SOLE PURPOSE OF CONFIRMING AND ENFORCING AN ARBITRATION AWARD OR ENFORCING THIS PROVISION. THE PARTIES EXPRESSLY WAIVE THEIR RIGHTS TO JURY TRIAL OF ANY DISPUTE ARISING OUT OF OR RELATED TO THIS AGREEMENT. SHOULD EITHER PARTY BREACH THE ABOVE PROVISIONS BY FILING SUIT IN A COURT OF LAW, THAT PARTY SHALL BE RESPONSIBLE FOR THE COSTS AND FEES INCURRED TO ENFORCE THE MEDIATION AND ARBITRATION PROVISIONS. IF ANY PORTION OF THE MEDIATION AND ARBITRATION PROVISIONS ARE HELD ILLEGAL OR UNENFORCEABLE IN A JUDICIAL PROCEEDING, SUCH PORTION OF THE MEDIATION AND ARBITRATION PROVISIONS SHALL BE SEVERED AND SHALL BE INOPERATIVE, AND THE REMAINDER OF THE MEDIATION AND ARBITRATION PROVISIONS SHALL REMAIN OPERATIVE AND BINDING ON THE PARTIES.

COVERED PARTS

The following is a list of Covered Parts based on the Coverage selected (4 Star, 3 Star, 2 Star, and Star) on the Registration page of this Contract. For convenience, Covered Parts are listed next to the vehicle systems to which they are related. The vehicle systems listed are NOT Covered Parts.

4 STAR COVERAGE

★★★★

If 4 Star Coverage was selected on the Registration page of this Contract, You will be provided with coverage on all assemblies and parts on Your Vehicle, including eligible Hybrid Vehicles, with the exception of the following list of WHAT'S NOT COVERED and the items listed under the Exclusions & Limitations section:

Exhaust system, catalytic converter, manual clutch assembly, manual clutch pedal, shock absorbers, alignments, wheel balances, tires, wheels, fan belts, accessory drive belts, spark plugs, filters, flexible hoses, brake rotors and drums, brake pads and shoes, lenses, sealed beams, light bulbs, head lamps, tail lamps, high mount stop lamps, battery, battery cables, spark plug wires, distributor cap and rotor, paint, carpet, bright metal, trim, sheet metal, bumpers, body panels, glass, physical damage, moldings, upholstery, weather strips, canvas top, vinyl top, fabric top, fiberglass top, air and water leaks, wind noise, squeaks and rattles, coolants and lubricants, refrigerants, tune ups, and maintenance services.

3 STAR COVERAGE

★★★

The following Parts are Covered, if 3 Star Coverage was selected on the Registration page of this Contract.

ENGINE – cylinder block; cylinder heads; all internally Lubricated Parts; turbocharger; supercharger; harmonic balancer; timing gear, chain and belt; timing cover; intake and exhaust manifolds; valve covers; oil pan; engine mounts; belt tensioners; cam gear bolt; harmonic balancer bolt; and head bolts.

TRANSMISSION – transmission case; all internally Lubricated Parts; torque converter; flywheel/flexplate; vacuum modulator; transmission mounts; transmission cooler; transmission oil pan; and transmission control module (TCM).

TRANSFER CASE - transfer case; all internally Lubricated Parts; 4X4 actuator; and 4X4 sensors.

DRIVE AXLES – drive axle housing; all internally Lubricated Parts; drive shafts; universal joints; constant velocity joints (excludes boot failures); axle bearings; center support/carrier bearings; and differential cover.

AC / HEATING – (includes only factory or dealer installed equipment) condenser; condenser fan/motor; compressor; compressor clutch; compressor pulley; compressor drive motor; evaporator; accumulator; drier; expansion valve; idler pulley; operated A/C controls; electronic A/C control module; heater core; and blower motor.

SUSPENSION – electronic stability control system; traction control system; control arms; control arm shafts, and control arm bushings; McPherson struts; wheel/hub bearing assembly; spindles and supports; ball joints; radius arm and bushings; stabilizer bar; links and bushings; torsion bars; coil springs; leaf springs; and suspension air bags.

STEERING – steering gear /rack; all internally Lubricated Parts; power steering pump; electric steering motor; tire pressure monitoring system; pitman arm; idler arm; tie rod ends; drag link; steering column shaft and column couplings.

COOLING – water pump; radiator; cooling fan; cooling fan motor; fan clutch; radiator fan shroud; and coolant recovery tank.

FUEL SYSTEM – fuel delivery pump; fuel injection pump; fuel injectors; fuel tank; metal fuel lines; fuel pressure regulator; fuel sending unit; fuel gauge; idle air control (IAC) module/valve; engine control module (ECM); and fuel injection sensors.

BRAKE – master cylinder; power brake cylinder; vacuum assist booster; calipers; wheel cylinders; compensating valve; anti-lock brake system (ABS); hydraulic lines and fittings; and parking brake actuator.

ELECTRICAL – alternator; ignition coils; horns; distributor; starter motor; starter solenoid; starter drive; windshield wiper motors; windshield wiper linkage; windshield washer pump; power seat motor; satellite antenna; power window motors; window regulators; power door lock actuators; power trunk release; wiring harnesses;; ignition starting system; all manually operated switches; and driver information gauges and displays.

TECHNOLOGY – entertainment systems (mfg. installed); reverse camera system; reverse sensing system; proximity sensors; blind spot detection; message center; forward collision warning system; cruise control; and adaptive cruise control.

COMFORT/CONVENIENCE (manufacturer installed only) – keyless entry system; memory seats; sun/moon roof motor; convertible top motor; manual sunshade; hands free trunk open system; and power liftgate/doors.

HYBRID VEHICLES – (If Your Vehicle is a Hybrid Vehicle, the following list of additional Covered Parts is also included in this Coverage) control systems; cooling systems; motor/generator/traction motor and all internally Lubricated Parts; on-board charger; on-board charger connector; on-board trickle charger cable; power invertors; and regenerative braking systems components.

SEALS and GASKETS – leaking seals and gaskets on any Covered Part listed above. Minor loss of fluid or seepage is considered normal and is not considered a Mechanical Breakdown.

2 STAR COVERAGE



The following Parts are Covered, if 2 Star Coverage was selected on the Registration page of this Contract.

ENGINE – cylinder block; cylinder heads; all internally Lubricated Parts; turbocharger; supercharger; harmonic balancer; timing gear; chain; and belt; timing cover; intake and exhaust manifolds; valve covers; oil pan; engine mounts; and belt tensioners.

TRANSMISSION – transmission case; all internally Lubricated Parts; torque converter; flywheel / flexplate; vacuum modulator; transmission mounts; transmission oil pan; and transmission control module (TCM).

TRANSFER CASE – transfer case; all internally Lubricated Parts; and 4X4 actuator.

DRIVE AXLES – drive axle housing; all internally Lubricated Parts; drive shafts; universal joints; constant velocity joints (excludes boot failures); axle bearings; and center support/carrier bearings.

A/C HEATING – (includes only factory or dealer installed equipment) condenser; condenser fan/motor; compressor; compressor clutch; compressor pulley; compressor drive motor; evaporator; operated A/C controls; and electronic A/C control module.

SUSPENSION –control arms; control arm shafts; control arm bushings; McPherson struts; wheel/hub assembly; spindles and supports; radius arm, and bushings; stabilizer bar links; and bushings; torsion bars; coil springs; and leaf springs.

STEERING – steering gear /rack; all internally Lubricated Parts; power steering pump; electric steering motor; steering column shaft/couplings; pitman arm; idler arm; tie rod ends; and drag link.

COOLING – water pump; radiator; cooling fan; cooling fan motor; and fan clutch.

FUEL SYSTEM – fuel delivery pump; fuel injection pump; fuel injectors; fuel tank; metal fuel lines; fuel pressure regulator; fuel sending unit; fuel gauge; idle air control (IAC) module/valve and motor; engine control module (ECM); and fuel injection sensors.

BRAKE – master cylinder; power brake cylinder; vacuum assist booster; calipers; wheel cylinders; compensating valve; anti-lock brake system (ABS); hydraulic lines and fittings; and parking brake actuator.

ELECTRICAL – alternator; starter motor; starter solenoid; starter drive; power seat motor; satellite antenna power window motors; window regulators; windshield wiper motors; power door lock actuators; and driver information gauges and displays.

SEALS and GASKETS – leaking seals and gaskets on any Covered Part listed above. Minor loss of fluid or seepage is considered normal and is not considered a Mechanical Breakdown.

STAR COVERAGE



The following Parts are Covered, if Star Coverage was selected on the Registration page of this Contract.

ENGINE – cylinder block; cylinder heads; all internally Lubricated Parts; turbocharger; supercharger; harmonic balancer; timing gear, chain, and belt; timing cover; intake and exhaust manifolds; valve covers; and oil pan.

TRANSMISSION – transmission case; all internally Lubricated Parts; and torque converter.

TRANSFER CASE – transfer case; all internally Lubricated Parts; and 4X4 actuator.

DRIVE AXLES – drive axle housing; all internally Lubricated Parts; drive shafts; universal joints; and constant velocity joints (excludes boot failures).

SEALS and GASKETS – leaking seals and gaskets on any Covered Part listed above. Minor loss of fluid or seepage is considered normal and is not considered a Mechanical Breakdown.

ROADSIDE ASSISTANCE

You will be protected by ROADSIDE ASSISTANCE for the full term of this Contract. Emergency Roadside Assistance is available on a “Sign & Drive” basis 24 hours a day, 365 days a year anywhere in the United States, and Canada. Roadside benefits include: Towing, Jump Starts, Tire Changes (with Your inflated spare), Vehicle Fluid Delivery, Lockout Assistance, and Concierge Service (emergency phone call support & assistance). You are responsible for the cost of any Vehicle Fluids and Key Cutting/Replacement. For Roadside Assistance You must call 1-866-245-3784. ONLY ROAD SERVICES PROVIDED THROUGH THIS NUMBER WILL BE HONORED. “Sign & Drive” provided benefits mean You incur no out-of-pocket expense up to a maximum benefit of \$100 per incident and a maximum of three (3) incidents per any given twelve (12) month period during the term. Service fees exceeding this maximum benefit are the responsibility of the Contract Holder. Roadside services administered by Driver’s Advantage Road Club.

IF YOU HAVE A MECHANICAL BREAKDOWN

If You have a Mechanical Breakdown, You must follow this procedure:

- (1) Use all reasonable means to protect Your Vehicle from further damage. This Contract will not cover the damage caused by continued operation after a failure has occurred. This may require You to stop Your Vehicle and call Roadside Assistance to have the Vehicle towed.
- (2) Return Your Vehicle to the Seller if You are within a fifty (50) mile radius. If You are beyond a fifty (50) mile radius, or the Vehicle is being repaired by a facility other than the Seller, You must contact Us within a reasonable period of time at 1-800-527-1984 for instructions before ANY repairs are started on Your Vehicle. All work must be performed by a licensed repair facility. (California residents: See the “State Requirements and Disclosures” section.)
- (3) Furnish Us or the repair facility with such reasonable information as We may require. This includes receipts for car rental charges, lodging, meals, and signed service receipts (indicating dates, mileage, and a description of Your Vehicle) as required by this Contract.
- (4) If repairs are needed when the Administrator is not available for prior authorization (Afterhours/Emergency Repairs), please use the following procedure (California residents: See the “State Requirements and Disclosures” section.)

Afterhours/Emergency Repairs:

Refer to Your Contract to determine if the Breakdown is due to the failure of a Covered Part and there are no listed exclusions in effect that apply. If You must obtain an afterhours repair, You must call the Administrator for instructions within five (5) business days, during normal business hours (Monday — Friday: 7am — 7pm CT, Saturday: 8am — 2pm CT). (California, Utah and Washington residents: See the “State Requirements and Disclosures” section for additional clarifying language.)

EXCLUSIONS & LIMITATIONS – WHAT THIS VEHICLE SERVICE CONTRACT DOES NOT COVER

All parts not specifically listed under Covered Parts are not covered under this Contract.

Normal maintenance items/repairs, such as engine tune-ups and front-end alignments, are not covered. Adjustments / Alignments to Covered Parts are not covered. Wear and Tear failures related to suspensions and steering are not covered.

In addition, this Contract provides no benefits or coverage and We have no obligation under this Contract for:

- Repairs and/or replacements of covered components that were performed without prior authorization from the Administrator, except for Emergency repairs completed within the provisions listed as stated in this Contract.
- A Breakdown caused by lack of customary, proper manufacturer’s specified maintenance.
- A Breakdown caused by contamination of any nature, improper fuels, improper fluids, improper coolants or improper lubricants, or any Breakdown caused by failure to replace seals and gaskets in a timely manner.
- A Breakdown resulting from engine sludge, carbon buildup, pre-ignition, detonation, varnish, rust or corrosion (this provision does not apply for residents of Minnesota), foreign objects, dirt, dust, liquid, cracked rubber/neoprene parts, dry rot, road chemicals, abuse, or alteration.
- A Breakdown caused by or for damages resulting from overheating that would have been prevented if You would have used all reasonable means to protect Your Vehicle from this damage.
- Any adjustments, repositioning, refitting, realigning, and/or cleaning, including but not limited to repairs necessary to correct trim fit,

squeaks, rattles, idle, water leaks, or wind noise.

- The repair or replacement of valves or rings, if the purpose is to raise the engine's compression.
- Repair or replacement of any parts not necessary to the completion of the repairs for a Covered Breakdown or not damaged by the failure of a Covered Part.
- A Breakdown caused by towing a trailer, another vehicle, or any other object unless Your Vehicle is equipped for this use as recommended by the manufacturer.
- A Breakdown caused by or involving modifications to Your Vehicle which are not performed or recommended by the manufacturer. This includes Breakdowns caused by Lifted Vehicles or Vehicles equipped with Oversized Tires, as defined under Definitions, unless the Surcharge box is marked on the Registration Page and the appropriate surcharge has been paid. (Georgia residents: See "State Requirements and Disclosures" section.)
- A Breakdown caused by off-roading, misuse, abuse, racing or any form of competition.
- Certain Vehicles outlined on the Administrator's or Service Contract Provider's guidelines with the Seller are ineligible. This includes, but is not limited to: exotic vehicles, grey market vehicles, incomplete chassis, police, postal, taxi, and emergency vehicles, rental vehicles, tow vehicles, vehicles equipped with a snow plow, Lifted Vehicles and Oversized Tires that are not specified in the Definitions section of this Contract, vehicles equipped with a flat bed, and vehicles greater than one (1) ton. Commercial, uber, lyft, buy back, and Canadian Vehicles unless a surcharge was selected on in the surcharge section of the Registration page.
- Salvage, Branded, or Total Loss Vehicles as defined herein. Any Vehicle that has ever been issued a "salvage" or "branded" title or similar title under any state's law, or has ever been declared a "total loss" or equivalent by any insurer or financial institution, such as a payment for a claim in lieu of repairs because the cost of repairs exceeded the cash value of the Vehicle, is specifically excluded from coverage under this Contract.
- A Breakdown caused by collision, fire, theft, freezing, vandalism, riot, explosion, lightning, earthquake, windstorm, hail, water, flood, or acts of the public enemy or any government authority, or for any hazard insurable under standard physical damage insurance policies.
- Loss of use, loss of time, lost profits or savings, inconvenience, commercial loss, or other incidental or consequential damages or loss that results from a Breakdown.
- Any liability, cost, or damages You incur or may incur to any third parties other than for Administrator-approved repair or replacement of Covered Parts which caused a Mechanical Breakdown.
- Any liability for damage to property, or for injury to or death of any person arising out of the operation, maintenance or use of Your Vehicle whether related to a Breakdown.
- A Breakdown not occurring in the United States or Canada.
- Any Mechanical Problems that existed prior to, or at the time of the purchase of this Contract, whether the failure would be otherwise covered by this Contract.

The aggregate total of Our liability for all benefits paid or payable during the term of this Contract shall not exceed the purchase price of Your Vehicle. Our limit of liability for any Breakdown shall not exceed the actual cash value of Your Vehicle at the time of claim (values are based on current National Automobile Dealers Association [NADA] standards).

Primary coverage regarding items listed in the Covered Parts section of this Contract for this Vehicle are covered by any contract insurance, any other service contract, or any supplier, retailer, repairer, distributor, or manufacturer's warranty. This Service Contract will be secondary to any primary coverage for this Vehicle.

HOW THIS CONTRACT MAY BE TRANSFERRED

You may transfer this Contract to a subsequent owner of the Vehicle by notifying Us of the transfer, and providing the name, address, and telephone number of the subsequent owner within thirty (30) days from the date of sale to the subsequent owner and paying any applicable transfer fee. The fee for transfer of this Contract is \$50, unless otherwise stated in the State Requirements & Disclosures for Your state. In order to obtain a [transfer form](#), please visit Our website at www.efgcompanies.com/forms or contact Us at 1-800-527-1984.

Unless contrary to state law, insurance subrogation is waived by all parties. For Contracts sold as New Coverage, there may be certain criteria required by Your manufacturer (including transfer of the powertrain coverage) for the powertrain coverage to remain in effect and in order for the transfer to be considered valid. You understand that if this Contract has been financed through a payment plan and there is an outstanding balance owed, the balance must be paid or transferred to the subsequent owner of the Vehicle in order to keep this Contract in force. If You choose to transfer this Contract, You must contact the payment plan company and transfer the payment plan account obligations to the subsequent owner of the Vehicle. Confirmation of the transfer acceptance by Us is required before coverage for the subsequent owner is effective. This

provision is only available if You are the original Contract purchaser. The coverage provided by this Contract cannot be renewed. This Contract is only transferable once by the first retail purchaser to the subsequent owner identified on the transfer form and therefore is not transferable to any additional owners. Your rights and duties under this Contract may only be assigned if You sell Your Vehicle directly to another individual (excluding dealer trade-ins) and only if the title to Your Vehicle has not been branded.

HOW THIS CONTRACT MAY BE CANCELED (INCLUDING REFUNDS AND CHARGES)

The cancellation refund amount will be calculated in accordance with the provisions stated in this Contract. Please review STATE REQUIREMENTS & DISCLOSURES for Your state as a cancellation addendum may be provided that alters this section. An addendum is not provided for all states.

Cancellation By Us, Including Refunds and Charges

We reserve the right to cancel this Contract and will not pay for a Mechanical Breakdown if:

- You do not pay the Contract Price.
- There is a material misrepresentation or fraud by You at the time of sale of this Contract.
- Your odometer fails, or for any reason does not record the actual mileage of Your Vehicle after purchase date and You do not have it fixed and the mileage certified within thirty (30) days of the failure date. (This provision does not apply to California, Nevada or Utah residents. See Your state-specific cancellation language.)
- Your substantial breach of Your duties under this Contract.

Cancellation By You

You may cancel this Contract at any time for any reason by providing written notice of Your intention to cancel, addressed to either the Seller or Us. In order to receive a cancellation form, please visit Our website at www.efgcompanies.com/forms or contact Us at 1-800-527-1984.

Cancellation By Lien Holder

Cancellation may be requested by a Lien Holder in the event of repossession, total loss of Your Vehicle, or failure to make monthly payments in a timely manner.

Refunds and Charges

If this Contract is canceled by You, Us, or the Lien Holder within the first thirty (30) days after the Contract Purchase Date and no claim has been filed against the Contract, a full refund will be issued. If this Contract is canceled by You, Us, or the Lien Holder more than thirty (30) days after the Contract Purchase Date or after a claim has been made, a prorated refund of the Contract Price will be issued based on the greater of days in force or miles driven compared to the total time and mileage of Your Contract term, less a cancellation fee of \$50 unless otherwise stated in Your state's State Requirements, below. No cancellation fee will be charged if this Contract was canceled by Us or the Lien Holder. Claims paid will be deducted from Your refund unless required by state law and identified in the STATE REQUIREMENTS & DISCLOSURES for Your state.

If the Contract Price of this Contract was included in the financing of the Vehicle, any refund shall be paid to the Lien Holder on Your behalf, and the refund will be deducted from Your balance owed.

The Seller is required to facilitate any refund due. Should You have any issues with receiving a prompt refund of any amount due or any request to provide any additional verification, please contact Us to expedite and ensure that a prompt refund, if due, is provided.

EFG COMPANIES PRIVACY POLICY

To review the General Privacy Policy of EFG Companies please visit Our website at <http://www.efgcompanies.com/privacy>.

OTHER IMPORTANT CONTRACT PROVISIONS

SUBROGATION OF RIGHTS. After You receive any benefits under this Contract, We are entitled to all Your rights of recovery against any manufacturer, repairer, or other party who may be responsible to You for the costs covered by this Contract or for any other payment made by Us. If We ask, You agree to help Us enforce these rights. You also agree to cooperate and help Us in any other matter concerning this Contract.

SEVERABILITY. If any provision of this Contract is held illegal or unenforceable in a judicial proceeding, such provision shall be severed and shall be inoperative, and the remainder of this Contract shall remain operative and binding on the Parties.

GOVERNING LAW. THE PARTIES AGREE THAT THIS CONTRACT, INCLUDING THE MEDIATION AND ARBITRATION PROVISIONS, SHALL BE GOVERNED BY THE LAWS OF THE STATE OF TEXAS WITHOUT REGARD TO CONFLICTS OF LAWS. BOTH PARTIES, JOINTLY AND SEPARATELY, UNDERSTAND THAT SOME OR ALL OF THE TERMS OF THIS CONTRACT SHALL BE PERFORMED IN THE STATE OF TEXAS AND HEREBY IRREVOCABLY CONSENT TO PERSONAL JURISDICTION IN THE STATE OF TEXAS FOR THE PURPOSE OF GOVERNING, CONSTRUING, AND RESOLVING DISPUTES CONCERNING THIS CONTRACT. FURTHER, THE PARTIES AGREE THAT THE PROPER VENUE FOR THE RESOLUTION OF ANY DISPUTE OVER THIS CONTRACT SHALL BE DALLAS COUNTY, TEXAS.

STATE REQUIREMENTS & DISCLOSURES

ALABAMA

CANCELLATION: The time period for a full refund is amended to be ten (10) days from purchase if the Contract is delivered at the time of sale, or twenty (20) days from mailing if the Contract is provided to You by mail. If the Contract is canceled within the applicable time period for a full refund and no claims have been paid, a penalty of ten percent (10%) per month shall be added to any refund not paid to You within forty-five (45) days. If We cancel this Contract, We will mail a written notice stating the effective date of and reason for cancellation to Your last known address at least five days prior to cancellation, unless the reason for cancellation is nonpayment or a material misrepresentation. The cancellation fee is \$25. This Vehicle Service Contract will be governed under the laws of the State of Alabama.

ALASKA

CANCELLATION: The time period for a full refund is amended to be ten (10) days from purchase if the Contract is delivered at the time of sale, or thirty (30) days from mailing if the Contract is provided to You by mail. A ten percent (10%) per month penalty shall be added to any refund owed that is not paid within 45 days. We may only cancel this Contract for the following reasons: (1) Your nonpayment of the Contract Price; (2) Your conviction for a crime having as one of its necessary elements an act increasing a hazard covered by this Contract; (3) discovery of fraud or material misrepresentation made by You in obtaining the Service Contract or pursuing a claim under the Service Contract; (4) discovery of a grossly negligent act or omission by You that substantially increases the hazards covered by this Contract; (5) physical changes in the Covered Vehicle that result in the Vehicle becoming ineligible for coverage under the Contract; or (6) a substantial breach of duties by You related to the covered Motor Vehicle. If We cancel this Contract, We will mail a written notice stating the effective date of and reason for cancellation to Your last known address at least five days prior to cancellation, unless the reason for cancellation is nonpayment or a material misrepresentation. The cancellation fee shall not exceed the lesser of \$50.00 or 7.5% of the unearned Contract Price of the Service Contract.

ADDITIONAL DISCLOSURES: You make a direct claim against American Security Insurance Company if the benefits described are not provided within thirty (30) days after You provide proof of loss covered by this Contract.

ARIZONA

CANCELLATION: This Contract cannot be canceled or voided by EFG or its representatives for the following reasons including, but not limited to: (1) pre-existing conditions known by EFG or the Vehicle Seller at the time the Contract was purchased; (2) prior use or unlawful acts relating to the product; (3) misrepresentation by either EFG and/or Seller; (4) ineligibility for the program, including grey market Vehicles; (5) acts or omission of the Motor Vehicle dealer, its assignees or subcontractors; and (6) failure of the Motor Vehicle dealer, its assignees or subcontractors to provide correct information or their failure to perform the services or repairs promised in a timely, competent, and workmanlike manner. We will not exclude pre-existing conditions if those conditions were known or should have been known by the service company or the person selling the service contract on the service contract's behalf.

CALIFORNIA

CANCELLATION: After 60 days, this Contract may only be canceled by Us on grounds of (1) non-payment, (2) fraud, and (3) misrepresentation. In the event this Contract is canceled by You or Us, We will refund a pro-rated amount of the Contract Price based on the miles driven compared to the total mileage of Your Contract term, minus a cancellation fee, if applicable. If the Vehicle Service Contract is canceled within sixty (60) days of Your purchase of this Contract (the initial period) and no claims have been made under the Contract, the amount of the refund shall be equal to the full amount paid for this Contract. If You cancel this Contract after the initial period, or if a claim has been made under this Contract, the amount of the refund shall be a pro-rata share of the Contract Price of the Contract as determined above less a cancellation fee, which shall be the lesser of twenty-five dollars (\$25) or 10% of the Contract Price. However, if You cancel the Contract during the initial period, no cancellation fee will be charged. If We cancel this Contract, We will mail a written notice stating the effective date of and reason for cancellation to Your last known address at least five (5) days prior to the effective date cancellation.

ADDITIONAL DISCLOSURES: IF WE SHALL FAIL TO PAY ANY CLAIM UNDER THIS CONTRACT WITHIN SIXTY (60) DAYS AFTER PROOF OF LOSS HAS BEEN FILED WITH US, YOU SHALL BE ENTITLED TO MAKE A DIRECT CLAIM AGAINST THE FOLLOWING CALIFORNIA- APPROVED INSURER: AMERICAN SECURITY INSURANCE COMPANY, P.O. BOX 50355, ATLANTA, GA 30302. IF YOU ARE NOT SATISFIED WITH THE INSURANCE COMPANY'S RESPONSE, YOU MAY CONTACT THE CALIFORNIA DEPARTMENT OF INSURANCE AT 1-800-927-4357. You may take Your Vehicle to any licensed repair facility of Your choice. You are not required to return the Vehicle to the selling dealership. For emergency repair and repairs needed when the Administrator is not available for prior authorization, please attempt to reasonably determine if the Breakdown is due to the failure of a Covered Part and there are no listed exclusions that apply, then authorize the repair facility to perform the repair, and call the Administrator for instructions on the next normal business day, during normal business hours. Roadside Assistance benefits do not include the following concierge service: courtesy help and emergency phone call support. The arbitration provision stated under the "Arbitration" section of this Contract is amended to read "THE PARTIES AGREE THAT THE PROPER VENUE FOR THE RESOLUTION OF ANY DISPUTE OVER THIS CONTRACT SHALL BE CALIFORNIA."

COLORADO

The Reimbursement Insurance Policy issued by American Security Insurance Company is policy number SFM-1-CO-1-2.

CONNECTICUT

CANCELLATION: You have the right to cancel, if Your Vehicle is returned, sold, lost, destroyed, or stolen.

ADDITIONAL DISCLOSURE: In-home service is not provided. If the Service Contract is less than one year, the coverage will be automatically extended while the product is being repaired when the Service Contract expires. Under Regulations of Connecticut State Agencies § 42-260-3, We are required to make reasonable efforts with You to resolve disputes regarding this Agreement. If EFG and You cannot reach an agreement, You may file a written complaint with the State of Connecticut Insurance Department, P.O. Box 816, Hartford, CT 06142-0816, Attn: Consumer Affairs.

FLORIDA

TRANSFER: The transfer fee is \$40.

CANCELLATION: If this Contract is canceled by Us, the return of premium must not be less than 100% of the paid unearned pro-rata premium. The Lien Holder will be named on the refund check when financing has been provided for the Service Contract premium. You may cancel this Contract by surrendering a copy of this Contract with written notice to Us. In the event this Contract is canceled by You during the first sixty (60) days from the Contract Purchase Date, the entire premium will be refunded less any claims paid on the Contract and less an acquisition charge up to 5% of the gross premium paid. If cancellation is requested after the first sixty (60) days, refund will be based upon the lesser of months or mileage remaining, relative to the original agreement, and calculated on a pro-rata basis. Return of premium will not be less than 90% of the paid unearned pro-rata premium. We may not cancel this Contract after it has been effective for sixty (60) days except for Your material misrepresentation or fraud in purchasing this Contract; Your failure to maintain the Vehicle as required by this Contract; Your odometer fails, or for any reason does not record the actual mileage of Your Vehicle after Contract Purchase Date and You do not have it fixed and the mileage certified within thirty (30) days of the failure date; or for Your nonpayment of the monthly payment. The cancellation fee shall be the lesser of \$50 or 5% of the Contract Price.

ADDITIONAL DISCLOSURE: The rate charged for the service agreement is not subject to regulation by the Florida Office of Insurance Regulation.

GEORGIA

CANCELLATION: Cancellation shall be in accordance with O.C.G.A. 33-24-44. We may only cancel this Contract for fraud or material misrepresentation or for non-payment. Notice of cancellation will be ten (10) days for non-payment and thirty-one (31) days for other reasons. The Lien Holder may only cancel Your Contract for repossession of Your Vehicle or if there is a total loss of Your Vehicle. You may cancel this coverage. Please refer to HOW THIS CONTRACT MAY BE CANCELED INCLUDING REFUNDS AND CHARGES. Claims paid will not be deducted from Your cancellation refund amount. The cancellation fee shall not exceed the lesser of \$50.00 or 10% of the pro-rata unearned Contract Price of the Service Contract.

ARBITRATION: The arbitration section of this Contract does not apply to Georgia residents.

ADDITIONAL DISCLOSURES: The "Exclusions & Limitations" section is modified to the following: A Breakdown caused by or involving modifications to Your Vehicle made by You or with Your knowledge that are not performed or recommended by the manufacturer. The last bullet point is modified to: any pre-existing condition known to You. The term "sludge" is replaced with "gelled or solidified motor oil". This Vehicle Service Contract will be governed under the laws of the State of Georgia.

HAWAII

CANCELLATION: The time period for a full refund is amended to be twenty (20) days from purchase if the Contract is delivered at the time of sale, or thirty (30) days from mailing if the Contract is provided to You by mail. If You cancel this Contract within the applicable time period for a full refund and no claims have been paid, a penalty of ten percent (10%) per month shall be added to any refund not paid to You within forty-five (45) days. If We cancel this Contract, We will mail a written notice stating the effective date of and reason for cancellation to Your last known address at least five (5) days prior to cancellation, unless the reason for cancellation is nonpayment, material misrepresentation, or substantial breach by the Contract Holder relating to the Vehicle or its use.

IDAHO

ADDITIONAL DISCLOSURES: Coverage afforded under this Vehicle Service Contract is not guaranteed by the Idaho Insurance Guarantee Association.

ILLINOIS

CANCELLATION: If You elect to cancel this Contract, the Service Contract Provider may retain a cancellation fee not to exceed the lesser of 10% of the Service Contract Price or fifty dollars (\$50).

ADDITIONAL DISCLOSURES: In the event covered service is not provided by the Service Contract Provider within sixty (60) days of proof of loss by the Service Contract Holder, the Service Contract Holder may file directly with the Service Contract Provider reimbursement insurance company. This Service Contract does cover failure resulting from normal Wear and Tear.

INDIANA

ADDITIONAL DISCLOSURES: Your proof of payment to Us for this Contract shall be considered proof of payment to the insurance company which guarantees Our obligations to You. This is not an insurance contract and not subject to Indiana insurance law.

ARBITRATION: The arbitration language found in the "Arbitration" section of this Contract does not apply. Arbitration will be held in accordance with Indiana Code 34-57-1. This Service Contract is not insurance and is not subject to Indiana Insurance law.

IOWA

CANCELLATION: The time period for a full refund is amended to be ten (10) days from purchase if the Contract is delivered at the time of sale, or twenty (20) days from mailing if the Contract is provided to You by mail. If the Contract is canceled within the applicable time period for a full refund and no claims have been paid, a penalty of ten percent (10%) per month shall be added to any refund not paid to You within thirty (30) days. If You cancel this Contract, We will mail You a written notice of termination within fifteen days of the date of termination.

ADDITIONAL DISCLOSURES: This Contract is subject to rules administered by the Iowa Insurance Division at 1-515-281-5705. Written inquiries or complaints should be mailed to the following address: 330 E. Maple Street, Des Moines, IA 50319. If You make a direct claim against the insurance company include a copy of Your Service Contract and Your paid repair order. This Agreement is subject to the applicable provisions of the Iowa Consumer Credit Code, Chapter 357.

MAINE

CANCELLATION: The time period for a full refund is amended to be ten (10) days from purchase if the Contract is delivered at the time of sale, or twenty (20) days from mailing if the Contract is provided to You by mail. If the Contract is canceled within the applicable time period for a full refund and no claims have been paid, a penalty of ten percent (10%) per month shall be added to any refund not paid to You within forty-five (45) days. If We cancel this Contract, We will mail You a written notice of termination at least fifteen (15) days prior to the date of termination. The cancellation fee shall not exceed the lesser of \$50.00 or 10% of the Contract Price of the Service Contract.

MARYLAND

CANCELLATION: The time period for a full refund is amended to be twenty (20) days from purchase if the Contract is delivered at the time of sale, or twenty (20) days after receipt of contract if provided to You by mail. If the Contract is cancelled within the applicable time period for a full refund and no claims have been paid, a penalty of ten percent (10%) per month shall be added to any refund not paid to You within forty-five (45) days. Contract holder shall be entitled to contact the insurer if a refund is not paid within 60 days after proof of cancellation is filed with Obligor.

ADDITIONAL DISCLOSURES: In the event a covered service is not provided by Us within sixty (60) days of proof of loss by the Service Contract Holder, the Service Contract Holder may file directly with the Service Contract reimbursement insurance company. Maryland Commercial Law Article 14-404 (b) (2) (i) A service contract is extended automatically when the provider fails to perform the services under the service contract. (ii) The service contract does not terminate until the services are provided in accordance with the terms of the service contract. Under "Other Contract Provisions" the following applies, If the Contract Holder or Provider breach any duties under this subtitle, the Contract Holder may file in any court of competent jurisdiction.

MINNESOTA

CANCELLATION: We may only cancel this Contract if there is material misrepresentation or fraud only if such misrepresentation or fraud occurs in the submission of a claim. If You cancel this Contract within the first thirty days and no claims have been paid, a penalty of ten percent (10%) per month shall be added to any refund not paid to You within forty-five (45) days. If We cancel this Contract, We will mail a written notice stating the effective date of and reason for cancellation to Your last known address at least fifteen (15) days prior to cancellation, unless the reason for cancellation is nonpayment, material misrepresentation, or substantial breach by the Contract Holder relating to the Vehicle or its use, in which case the notice will be mailed at least five (5) days prior to cancellation.

ADDITIONAL DISCLOSURES: (1) If the used Motor Vehicle has less than thirty-six thousand (36,000) miles, the warranty must remain in effect for at least sixty (60) days or two thousand, five hundred (2,500) miles, whichever comes first. (2) If the used Motor Vehicle has thirty-six thousand (36,000) miles or more but less than seventy-five thousand (75,000) miles, the warranty must remain in effect for at least thirty (30) days or one thousand (1,000) miles, whichever comes first. All coverage provided for Your Vehicle under this Motor Vehicle Service Contract shall exclude coverage currently in force under any express warranty providing the same Vehicle coverage as outlined above.

MISSISSIPPI

CANCELLATION: Cancellation by a Service Contract Holder shall require the Service Contract Provider to permit the Service Contract Holder to return the vehicle service contract within twenty (20) days of the date the vehicle service contract was mailed to the Service Contract Holder, within ten (10) days of delivery if the vehicle service contract was delivered to the Service Contract Holder at the time of sale, or within a longer time period permitted under the vehicle service contract. Upon return of the vehicle service contract to the Service Contract Provider within the applicable time period, if no claim has been made under the vehicle service contract prior to its return to the Service Contract Provider, the vehicle service contract will be voided and the Service Contract Provider will refund to the Service Contract Holder, or credit to the account of the Service Contract Holder, the full purchase price of the vehicle service contract. The right to void the vehicle service contract provided in this subsection is not transferrable, applies only to the original Service Contract Holder, and is allowed only when no claim has been made prior to its

return to the Service Contract Provider. A ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within forty-five (45) days after return of the vehicle service contract to the Service Contract Provider. If a claim has been made under the vehicle service contract within that time period, a Service Contract Holder may cancel the vehicle service contract; and the Service Contract Provider shall refund to the Service Contract Holder one hundred percent (100%) of the unearned pro rata purchase price of the vehicle service contract, less the amount of any claims paid. A reasonable administrative fee may be charged by the Service Contract Provider not to exceed ten percent (10%) of the gross service contract provider fee paid by the Service Contract Holder. Cancellation by the Service Contract Provider shall only occur in instances of nonpayment of the provider fee, a material misrepresentation by the Service Contract Holder to the Service Contract Provider, or a substantial breach of duties by the Service Contract Holder relating to the covered product or its use. In the event of cancellation by a Service Contract Provider for reasons other than nonpayment of the provider fee, the Service Contract Provider shall refund to the Service Contract Holder one hundred percent (100%) of the unearned pro rata purchase price of the vehicle service contract, less the amount of any claims paid. A reasonable administrative fee may be charged by the Service Contract Provider not to exceed ten percent (10%) of the gross provider fee paid by the Service Contract Holder.

ADDITIONAL DISCLOSURES: For claims authorization and approvals call 1-877-491-4854, during normal business hours. If the Administrator's offices are closed, and a covered emergency repair must be performed, then have the repair facility contact 1-877-491-4854 and leave a voice mail message on the claims line. After repairs are complete, forward all appropriate paperwork to Enterprise Financial Group, Inc. (EFG) P.O. Box 167667, Irving, TX 75016, 1-800-527-1984, www.efgcompanies.com] for reimbursement. If any repairs are completed during normal business hours, authorization must be given prior to repairs being performed. The Arbitration provisions stated under the "OTHER IMPORTANT CONTRACT PROVISIONS" section of this Contract does not apply to Mississippi residents. This contract is not provided or supported by a manufacturer or distributor.

MISSOURI

CANCELLATION: The time period for a full refund is amended to be twenty (20) days from purchase if the Contract is delivered at the time of sale, or twenty (20) days from mailing if the Contract is provided to You by mail. If the Contract is canceled within the applicable time period for a full refund and no claims have been paid, a ten percent (10%) penalty per month shall be added to a refund that is not paid within forty-five (45) days for return of the Contract to the Contract Service Provider. The Contract Service Provider of the Service Contract shall mail a written notice to the Contract Holder within fifteen (15) days of the date of termination. All refunds will be paid directly to You.

MONTANA

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

NEBRASKA

ADDITIONAL DISCLOSURES: The obligations of the Obligor to You are guaranteed under a Reimbursement Insurance Policy issued by American Bankers Insurance Company. Upon failure of the Obligor to pay any claim after proof of loss has been filed with the Obligor, You shall be entitled to make a direct claim against the following insurer: American Bankers Insurance Company of Florida, 11222 Quail Roost Drive, Miami, FL 33157, 1-866-306-6694.

Nebraska residents are not required to resolve disputes by way of arbitration. However, if You elect resolution by way of arbitration, arbitration will be in accordance with the provisions outlined in the "Arbitration" section of this Contract.

NEVADA

CANCELLATION: Cancellations will be administered in accordance with NAC 690C.120. If We cancel this Contract, the cancellation does not become effective until at least fifteen (15) days after the notice of cancellation is mailed to the Contract Holder. The time period for a full refund is amended to be ten (10) days from purchase if the Contract is delivered at the time of sale, or twenty (20) days from mailing if the Contract is provided to You by mail. If the Contract is canceled within the applicable time period for a full refund and no claims have been paid, a ten percent (10%) penalty per month shall be added to a refund that is not paid within forty-five (45) days for return of the Contract to the Contract Service Provider. No cancellation fee will be charged to the Contract Holder if this Contract is canceled by Us. Should Your Contract be canceled due to lack of payment in a timely manner, then a refund will be issued in accordance with NAC 690C.120(1). Claims paid will not be deducted from Your cancellation refund amount. We may not cancel this Contract if it has been in effect for seventy (70) days. We may not cancel this Contract before the earlier of the expiration date of the Contract term or one (1) year, except for the following reasons: (1) Your nonpayment of the Contract Price; (2) Your conviction for a crime having as one of its necessary elements an act increasing a hazard covered by this Contract; (3) discovery of fraud or material misrepresentation made by You in obtaining the Service Contract or pursuing a claim under the Service Contract; (4) discovery of an act or omission or a violation of any condition of this Contract by You that substantially increases the hazards covered by this Contract; or (5) a material change in the nature or extent of the required service or repair which occurs after the effective date of the Service Contract and which causes the required service or repair to be substantially and materially increased beyond that contemplated at the time that the Service Contract was issued or sold. Nevada cancellation fee is \$25.00.

ADDITIONAL DISCLOSURES: Nevada residents are not required to resolve disputes by way of arbitration. However, if You elect resolution by way of arbitration, arbitration will be in accordance with the provisions outlined in the "Arbitration" section of this Contract.

NEW HAMPSHIRE

ADDITIONAL DISCLOSURES: Your benefits and the Seller's obligation to perform under this Contract are insured by an Insurance Policy with American Bankers Insurance Company of Florida, 11222 Quail Roost Drive, Miami, FL 33157, 1-866-306-6694. If the benefits as described are not provided within sixty (60) days after You provide proof of loss covered by this Contract, then You may make a direct claim against American Bankers Insurance Company of Florida. In the event that You do not receive satisfaction under this Contract, You may contact the New Hampshire Insurance Department, 21 South Fruit Street, Suite 14, Concord, NH 03301, 1-603-271-2261. The arbitration provisions stated under the "Arbitration" section of this Contract do not apply to New Hampshire residents.

NEW JERSEY

CANCELLATION: If We cancel this Contract, We will mail a written notice stating the effective date of and reason for cancellation to Your last known address at least five (5) days prior to cancellation, unless the reason for cancellation is nonpayment, material misrepresentation, or substantial breach by the Contract Holder relating to the Vehicle or its use. The time period for a full refund is amended to be ten (10) days from purchase if the Contract is delivered at the time of sale, or twenty (20) days from mailing if the Contract is provided to You by mail. If the Contract is canceled within the applicable time period for a full refund and no claims have been paid, 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 Service Contract to the Contract Service Provider.

NEW MEXICO

CANCELLATION: The time period for a full refund is amended to be ten (10) days from purchase if the Contract is delivered at the time of sale, or twenty (20) days from mailing if the Contract is provided to You by mail. If the Contract is canceled within the applicable time period for a full refund and no claims have been paid, a penalty of ten percent (10%) per every thirty (30) days shall be added to any refund not paid to You within sixty (60) days. We may not cancel this Contract if it has been in effect for seventy (70) days except for the following reasons: (1) Your nonpayment of the Contract Price; (2) Your conviction for a crime having as one of its necessary elements an act increasing a hazard covered by this Contract; (3) discovery of fraud or material misrepresentation made by You in obtaining the Service Contract or pursuing a claim under the Service Contract; or (4) discovery of an act or omission or a violation of any condition of this Contract by You that substantially increases the hazards covered by this Contract. If We cancel this Contract, We will mail a written notice stating the effective date of and reason for cancellation to Your last known address at least fifteen (15) days prior to cancellation.

ADDITIONAL DISCLOSURES: The Contract Price of this Contract will be determined prior to presentation of this Contract to You for signature.

NEW YORK

CANCELLATION: The time period for a full refund is amended to be ten (10) days from purchase if the Contract is delivered at the time of sale, or twenty (20) days from mailing if the Contract is provided to You by mail. If the Contract is canceled within the applicable time period for a full refund and no claims have been paid, a ten (10%) percent penalty per month shall be added to a refund that is not made within thirty (30) days of return of the Contract to the Issuing Seller. If We cancel this Contract, We will mail a written notice stating the effective date of and reason for cancellation to Your last known address at least fifteen (15) days prior to cancellation, unless the reason for cancellation is nonpayment, material misrepresentation, or substantial breach by the Contract Holder relating to the Vehicle or its use.

NORTH CAROLINA

CANCELLATION: The Consumer can cancel at any time after purchase and receive a pro-rata refund less any claims paid on the Service Contract and a reasonable administrative fee, not to exceed 10% of the amount of the pro-rata refund. We may only cancel this Contract for Your nonpayment or for a direct violation by You of this Contract.

OHIO

REFUNDS: Claims paid may be deducted from your refund.

OKLAHOMA

CANCELLATION: The following statement replaces the refund language in the Contract cancellation section: You are entitled to a full refund in the event You cancel the Contract within the first thirty (30) days and no claims have been authorized or paid. In the event the Contract is canceled by You after the first thirty (30) days or a claim has been made within the first thirty (30) days, return of premium shall be based upon 100% of the unearned pro-rata premium in addition to any claims paid by the Contract Service Provider. We may retain a cancellation fee not to exceed the lesser of 10% of the unearned pro-rata premium or fifty dollars (\$50). In the event the Contract is canceled by Us, return of premium shall be based upon 100% of unearned pro-rata premium. Oklahoma VSC provider license #44197943.

ADDITIONAL DISCLOSURES: This Contract is not issued by the manufacturer or wholesale company marketing the product. This Contract will not be honored by such manufacturer or wholesale company. Oklahoma service warranty statutes do not apply to commercial use references in service contracts. Coverage afforded under this Contract is not guaranteed by the Oklahoma Insurance Guaranty Association. This is not an insurance contract.

The arbitration provision section of this Contract is amended to include the following: 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.

OREGON

ARBITRATION: The arbitration Provision section of this Contract is amended to read: Subject to ORS 36.600-36.740, If claim settlement cannot be reached, the parties may elect arbitration by mutual agreement at the time of the dispute after the claimant has exhausted all internal appeals. 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. Arbitration takes place under the laws of the State of Oregon and is held in the insured's county or any other county in this state agreed to by both parties. For reimbursement on **EMERGENCY REPAIRS** please call Our claims office at 1-800-527-1984 on the next normal business day during business hours for instructions.

SOUTH CAROLINA

CANCELLATION: The time period for a full refund is amended to be ten (10) days from purchase if the Contract is delivered at the time of sale, or twenty (20) days from mailing if the Contract is provided to You by mail. If the Contract is canceled within the applicable time period for a full refund and no claims have been paid, a ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within forty-five (45) days after return of the Service Contract to the Contract Service Provider. If We cancel this Contract, We will mail a written notice stating the effective date of and reason for cancellation to Your last known address at least fifteen (15) days prior to cancellation, unless the reason for cancellation is nonpayment, material misrepresentation, or substantial breach by the Contract Holder relating to the Vehicle or its use.

ADDITIONAL DISCLOSURES: In the event covered service is not provided by the Service Contract Provider within sixty (60) days of proof of loss by the Contract Holder, the Contract Holder is entitled to apply directly to the reimbursement insurance company. Should You have a disputed claim, You may contact the South Carolina Department of Insurance, Capitol Center, 1201 Main Street, Ste. 1000, Columbia, South Carolina 29201 or 1-800-768-3467.

TEXAS

CANCELLATION: Claims paid will be deducted from Your cancellation refund amount. A 10% penalty per month shall be added to any refund that is not paid or credited within forty-five (45) days after return of the Service Contract to Us. If We cancel this Contract, We will mail a written notice stating the effective date of and reason for cancellation to Your last known address at least five (5) days prior to cancellation, unless the reason for cancellation is nonpayment, material misrepresentation, or substantial breach by the Contract Holder relating to the Vehicle or its use. If We cancel this Contract, no cancellation fee will be charged.

ADDITIONAL DISCLOSURES: Unresolved complaints may be directed to the Texas Department of Licensing and Regulation, P.O. Box 12157, Austin, TX 78711, 1-512-463-2906 or 1-800-803-9202. You may make a direct claim against American Security Insurance Company if a refund due is not provided within forty-five (45) days after cancellation.

VIRGINIA

ADDITIONAL DISCLOSURES: If any promise made in the contract has been denied or has not been honored within 60 days after your request, you may contact the Virginia Department of Agriculture and Consumer services, Office of Charitable and Regulatory Programs at www.vdacs.virginia.gov/food-extended-service-contract-providers.shtml to file a complaint.

UTAH

CANCELLATION: This Contract may only be canceled by Us on grounds of (1) material misrepresentation and (2) substantial breaches of contractual duties, conditions, or warranties. In general, if We cancel this Contract, We will mail to You written notice of cancellation at least thirty (30) days before the cancellation date. However, if We cancel this Contract within the first sixty (60) days after the Contract Purchase Date or if We cancel this Contract because You have defaulted in Your obligation to repay the amount financed by the Lien Holder, We will mail to You written notice of cancellation at least ten (10) days before the cancellation date.

ADDITIONAL DISCLOSURES: Failure to give any notice or file any proof of loss required by the Contract within the time specified in the Contract does not invalidate a claim made by the insured, if the insured shows 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 filed as soon as reasonably possible. Coverage afforded under this Vehicle Service Contract is not guaranteed by the Property and Casualty Guarantee Association. Obligations of the Contract Service Provider under this Service Contract are guaranteed under a Service Contract Reimbursement Insurance Policy. Should the Provider fail to pay or provide service on any claim within sixty (60) days after proof of loss has been filed, the Contract Holder is entitled to make a claim directly against the Insurance Company. This Service Contract is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department. Utah residents have the option of purchasing this Vehicle Service Contract by paying in full at the time of purchase, financing the cost with the Vehicle, or utilizing an outside financing source.

The Arbitration Provision and Any matter in dispute between You and Us may be subject to arbitration which will be governed by the Laws of the State of Utah 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.

Emergency Repairs: For repairs needed when the Administrator is not available for prior approval, You must refer to Your Contract to determine if the Breakdown is due to the failure of a Covered Part and there are no listed exclusions that apply; authorize the repair facility to perform the

repair; and call the Administrator for instructions as soon as reasonably possible, at which point the claim will be reviewed for benefits per the terms of the Contract.

VERMONT

CANCELLATION: The time period for a full refund is amended to be twenty (20) days. We may only cancel this Contract for fraud or material misrepresentation affecting the Service Contract or the presentation of a claim thereunder, or for violation of any of the terms or conditions of the Service Contract. If We cancel this Contract, We will give You a written forty-five (45) day notice by certified mail of cancellation and a fifteen (15) day notice for non-payment of premium, along with the reason.

WASHINGTON

EMERGENCY REPAIRS: For repairs needed when the Administrator is not available for prior approval, You must refer to Your Contract to determine if the Breakdown is due to the failure of a Covered Part and there are no listed exclusions that apply; authorize the repair facility to perform the repair; and call the Administrator for instructions as soon as reasonably possible, at which point the claim will be reviewed for benefits per the terms of the Contract.

ARBITRATION: Disputes or controversies arising from matters relating to this Vehicle Service Contract may be resolved by method of arbitration in accordance with Washington State law RCW 7.04A. Any decisions reached by arbitration shall be binding upon both You and Us. Arbitrations shall be held in the county in which You maintain Your permanent residence.

TRANSFER: The transfer fee is \$25.

CANCELLATION: The following cancellation provisions replace those originally provided on the Contract.

Our Right To Cancel This Service Contract: We may cancel this Service Contract based on one or more of the following reasons:

(1) non-payment of the Service Contract Price; (2) a material misrepresentation made by You; or (3) a substantial breach of duties by You under the Service Contract relating to the Motor Vehicle or its use. If this Service Contract is canceled by Us, We will refund the unearned Service Contract Price to You calculated on a pro-rata basis. The refund will be equal to the lesser amount produced using either the number of days the Service Contract was in force or the number of miles the Motor Vehicle was driven prior to cancellation. In the event of cancellation, the Lien Holder identified on the Registration page, if any, will be named on a cancellation refund check as its interest may appear.

Written notice of such cancellation shall include the actual reason for cancellation and shall be mailed or delivered to You not less than ten (10) days prior to the effective date of cancellation, where such cancellation is for non-payment of the Service Contract Price, or not less than forty-five (45) days prior to the effective date of cancellation, where such cancellation is for any other reason. We have only sixty (60) days from the date of the sale of the Service Contract to the Contract Holder to determine whether or not the Motor Vehicle qualifies for the program. Except as set forth above, after sixty (60) days the Motor Vehicle qualifies for the issued Service Contract and the Contract Service Provider may not cancel the Service Contract and is fully obligated under the terms of the Service Contract sold to the Contract Holder.

How You May Cancel This Service Contract: You may cancel this Service Contract by surrendering Your copy of this Service Contract with written notice to the Issuing Seller or directly to Us. Written notice shall contain an odometer statement indicating the odometer reading at the date of the request for cancellation.

If You cancel this Service Contract within the first thirty (30) days and no claims have been filed, We will refund the entire Service Contract Price. A 10% penalty shall be added to any refund that is not paid or credited within thirty (30) days after return of this Service Contract to the Administrator or to Us. If this Service Contract is canceled after the first thirty (30) days or a claim has been filed, We will refund the unearned Service Contract Price to You calculated on a pro-rata basis. The refund will be equal to the lesser amount produced using either the number of days the Service Contract was in force or the number of miles the Motor Vehicle was driven prior to cancellation, less a cancellation fee of twenty-five dollars (\$25). Claims paid will not be deducted from Your cancellation refund amount. In the event of cancellation, the Lien Holder identified on the Registration page, if any, will be named on a cancellation refund check as its interest may appear. If the Motor Vehicle and this Service Contract have been financed, the Lien Holder shown on the Registration page may cancel this Service Contract for non-payment or if the Motor Vehicle is declared a total loss or is repossessed. This right of cancellation does not confer ownership of this Service Contract to the Lien Holder or otherwise entitle the Lien Holder to performance under this Service Contract.

ADDITIONAL DISCLOSURES: The Registration page and Vehicle Service Contract thereto contain the complete agreement between the parties and should be signed in the Consumer Disclosure Section by both the Consumer and an authorized representative of the Issuing Seller. The terms of the Vehicle Service Contract shall be interpreted to be consistent with the interest of applicable Laws and Regulations of the State of Washington. The Customer understands that this is not a policy of insurance and that the Seller is acting solely as an agent for and on behalf of the Contract Service Provider and is not a principal party to this Service Contract. In return for payment by the Customer of the total charge(s) and subject to all of the terms, conditions, and exclusions of this Service Contract, the Contract Service Provider and Customer agree to its content. The implied warranty of merchantability on the Motor Vehicle is not waived if the Service Contract has been purchased within ninety (90) days of the purchase date of the Motor Vehicle from a Contract Service Provider who also sold the Motor Vehicle covered by the Service Contract. The Washington State Insurance Commissioner is the Contract Service Provider's attorney to receive service of legal process in any action, suit, or proceeding in any court.

This Service Contract is between the Contract Holder, named on the Registration page, and Contract Service Provider as defined under the Definitions section of this Contract. The Seller is not a party to this Contract and has no obligations to You in regard to the benefits provided. Your

benefits and Our obligation to perform under this Contract are insured by Insurance Policy AG 1112(WA) issued by American Bankers Insurance Company of Florida, 11222 Quail Roost Drive, Miami, FL 33157. If the benefits as described are not provided to You after You provide proof of loss covered by this Contract, then You may make a direct claim against American Bankers Insurance Company of Florida.

THIS SERVICE CONTRACT IS INCLUSIVE OF THE MANUFACTURER'S WARRANTY; IT DOES NOT REPLACE THE MANUFACTURER'S WARRANTY BUT PROVIDES CERTAIN ADDITIONAL BENEFITS DURING THE TERM OF THE MANUFACTURER'S WARRANTY. LOSSES COVERED BY THE MANUFACTURER DURING THE MANUFACTURER'S WARRANTY PERIOD ARE NOT COVERED UNDER THIS SERVICE CONTRACT.

In addition to the representations made by me on the Registration page, by initialing the blanks below and signing in the space provided, I further represent and acknowledge that I have read and am familiar with the following aspects of this Service Contract:

- _____ 1. The material conditions that I must meet, including but not limited to maintenance, to maintain Coverage under this Service Contract as provided under the "Your Obligations" and "If you have a Mechanical Breakdown" sections.
- _____ 2. The work and parts covered under this Service Contract as provided in the Covered Parts section.
- _____ 3. The time and mileage restrictions provided in the "Coverage and Terms" section located on the Registration page.
- _____ 4. The implied warranty of merchantability on the Motor Vehicle is not waived if this Service Contract has been purchased within ninety (90) days of the Contract Purchase Date of the Motor Vehicle from a Contract Service Provider who also sold the Motor Vehicle covered by this Service Contract.
- _____ 5. The exclusions listed in the "Exclusions & Limitations" section.
- _____ 6. My right to return this Service Contract for a refund pursuant to the terms of this Service Contract as provided in the "How This Service Contract May be Canceled" section.

My initials above indicate that I have read the foregoing statements and placed my initials in the corresponding blanks to acknowledge that I am informed of the aspects of this Service Contract as delineated above.

WISCONSIN

CANCELLATION: The time period for a full refund is amended to be ten (10) days from purchase if the Contract is delivered at the time of sale, or twenty (20) days from mailing if the Contract is provided to You by mail. We may only cancel this Contract for non-payment of the Provider Fee, material misrepresentation by You to the Contract Service Provider or Administrator, or substantial breach of duties by You relating to the Vehicle or its use. We will mail a written notice to You at the last-known address that We have on record at least five (5) days prior to cancellation by Us. The written notice will state the effective date of the cancellation and the reason for the cancellation. If We cancel this Contract for a reason other than non-payment of the Provider Fee, We will refund 100% of the unearned pro-rata Provider Fee, less any claims paid. A reasonable administrative fee not to exceed 10% of the Contract Service Provider Fee will apply. A 10% penalty per month shall be added to a refund that is not paid or credited within forty-five (45) days after return of the Service Contract to the Contract Service Provider.

In the event of a total loss of property covered by this Contract that is not covered by a replacement of the property pursuant to the terms of this Contract, You shall be entitled to cancel this Contract and receive a pro-rata amount of any unearned Provider Fee, less any claims paid. Proof of loss must be provided as soon as reasonably possible

ADDITIONAL DISCLOSURES: This Contract contains the complete agreement between the parties and should be signed on the Registration Page by both the Contract Holder and an Authorized Representative of the Issuing Seller. THIS CONTRACT IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE.

Failure to furnish proof of loss does not invalidate or reduce Your claim. We have the right to subrogation collection, but only after You have been made whole and You are fully compensated for damages.

The arbitration provisions stated under the "Arbitration" section of this Contract do not apply to Wisconsin residents.

You can also contact the Office of the Commissioner of Insurance, a state agency which enforces Wisconsin's insurance laws, and file a complaint at the Office of the Commissioner of Insurance, Complaints Department, P.O. Box 7873, Madison, WI 53707-7873, 1-800-236-8517 or 1-608-266-0103.

WYOMING

CANCELLATION: The time period for a full refund is amended to be ten (10) days from purchase if the Contract is delivered at the time of sale, or twenty (20) days from mailing if the Contract is provided to You by mail. The right to void the Service Contract is not transferable and shall apply only to the original Contract Holder, and only if no claim has been made prior to its return to Us. A 10% penalty per month shall be added to a refund that is not paid or credited within forty-five (45) days after return of the Service Contract to Us. We will mail a written notice to You at Your last known address at least ten (10) days prior to cancellation by Us. Prior notice is not required if the reason for cancellation is non-payment of the Provider Fee, a material misrepresentation by You to Us or a substantial breach of duties by You relating to the covered product or its use. The notice will state the effective date of the cancellation and the reason for the cancellation.

ADDITIONAL DISCLOSURES: The arbitration provisions outlined in the "Arbitration" section do not apply to Wyoming residents.