

LOGO HERE

Vehicle Service Contract

Contract Number

PURCHASER INFORMATION

DECLARATION PAGE

Name: _____
Address: _____
City/State/Zip: _____
Phone: _____
Email: _____

SELLER INFORMATION/COMPANY

Name: _____
Address: _____
City/State/Zip: _____
Phone/Email: _____
Seller ID: _____

Vehicle Information

VIN: _____
YEAR: _____
MAKE: _____
MODEL: _____

Surcharges: ☐ Diesel ☐ 4X4/AWD ☐ Turbo/Supercharger ☐ Dual Rear Wheel
☐ Lifts under 6" if Manufacturer Warrants Lift for 3 Years

PLAN INFORMATION

Coverage:

☐ Classic Hero ☐ Classic Hero Plus ☐ Everyday Hero ☐ Super Hero

Additional Coverages:

☐ Luxury Electronics Package ☐ Commercial Coverage ☐ Bonus Coverage ☐ Market Labor Rate
☐ Vehicle Care Package

Term Months:		Term Miles:	
Contract Effective Date:		Contract Expiration Date:	
Odometer Reading:		Expiration Miles:	
Deductible:	\$0 \$50 \$100	Contract Price:	

WAITING PERIOD: COVERAGE BEGINS THIRTY DAYS (30) DAYS AND ONE THOUSAND (1,000) MILES FROM ORIGINAL ODOMETER READING AND CONTRACT EFFECTIVE DATE.

NO CLAIMS WILL BE PAID WITHOUT PRIOR AUTHORIZATION. CALL 1-800-702-3506

Page 1 of 23

VSC-HPADMIN-053124

Acceptance of Terms, Conditions and Coverage

This **Contract** is between **You** and the **Administrator/Obligor** and describes the Coverages for the Agreement Term selected above. **You** hereby apply for a Vehicle Service Contract ("**Contract**") providing mechanical repair service covering the **Vehicle** listed above. **Your** signature below means **You** fully understand the Agreement Term, Coverages, Terms and Conditions and Exclusions of this **Contract**. If the **Vehicle** is ineligible for coverage the **Administrator** will notify **You** within thirty (30) days of **Administrators** receipt of the **Contract**. **You** acknowledge **Your** understanding of the Dispute Resolution/Arbitration Agreement and Class Action Waiver. Refer to the Dispute Resolution/Arbitration Agreement and Class Action Waiver section for opt-out instructions. **You** further understand that this **Contract** is not required to purchase, lease or obtain financing for the **Vehicle**, **your** acceptance of this coverage under this **Contract** is voluntary, and **You** are responsible for paying the **Deductible** for each repair visit, as selected in the **Contract** Information section above. This **Contract** is based on information **You** provided in this **Schedule Page** and acknowledge receipt of **Your** copy of this **Contract**. **You** acknowledge **Your** understanding of the Limited Applicability of the Federal Magnuson-Moss Warranty Act as set out in this Agreement. **You** acknowledge any misrepresentation may result in the denial of a claim.

Contract Holder's Signature

Date

Seller's Signature

Date

ANY LOSS COVERED BY THE VEHICLE MANUFACTURER'S WARRANTY AT THE TIME OF FAILURE OR ANY OTHER APPLICABLE WARRANTY IS NOT COVERED BY THIS CONTRACT.

AUTHORIZATION IS REQUIRED FROM THE ADMINISTRATOR PRIOR TO ANY AND ALL REPAIRS OR REPLACEMENT OF COVERED COMPONENTS. TO FILE A CLAIM CALL: TOLL FREE 1-800-702-3506

This is not comprehensive or collision vehicle insurance coverage. This is not vehicle liability or physical damage insurance coverage.

CONTRACT TERMS AND CONDITIONS

This **Contract** is between the **You** and **Us**. The **Seller** is not a party to this Contract and has no obligations to **You** in regard to the benefits provided.

DEFINITIONS:

- **Administrator:** Hero Protecs, 13801 Riverport Dr, Suite 400, Maryland Heights, MO 63043, 1-800-702-3506 in all approved states.
- **Commercial Use Vehicle:** Vehicles used for business, deliveries, construction, or commercial hauling.
- **Contract Holder, You and Your:** The person who is listed in the "Contract Holder Information" section on the **Schedule Page** or to whom this **Contract** was properly transferred.
- **Covered Part(s):** An item listed as a **Covered Part**, based on the coverage **You** selected, as defined in the section titled "Covered Parts".
- **Deductible:** The amount indicated on the **Schedule Page** that **You** must pay for the repair of a **Breakdown**.
- **Breakdown:** The event caused by the total failure of any Covered Part to work as it was designed to work in normal service, including normal wear and tear.
- **Lubricated Part:** A part that requires lubrication to perform its function.
- **Vehicle:** The **Vehicle** covered by the terms and conditions of this **Contract** as listed on the **Schedule Page**.
- **Seller:** The entity where **You** purchased this **Contract**.
- **Contract:** This **Contract** for the **Vehicle** described on the **Schedule Page**.
- **Pre-Existing Condition:** A condition and/or failure that within all reasonable mechanical probability and mechanical fitness existed prior to the Contract Purchase Date.
- **Repair Facility:** A **Repair Facility** licensed to perform mechanical repairs.
- **Schedule Page:** Page 1 of this **Contract** where information regarding **You**, **Your Vehicle** and coverage options is shown.
- **Term:** Coverage under this **Contract** begins on the Contract Purchase Date and Current Odometer Reading, subject to the **Waiting Period**, as shown on the **Schedule Page**. This **Contract** expires when the Months or Miles, as indicated in the Contract Information section on the **Schedule Page**, has expired from the Contract Purchase Date and Current Odometer, whichever occurs first.

Service Contract Provider, Obligor (We, Us, and Our): ASSURANCE EXPRESS, LLC. 13801 Riverport Dr, Suite 400, Maryland Heights, MO 63043, 800-702-3506, in all approved states.

• **Waiting Period:** The period of time and mileage that must transpire before a claim may be filed hereunder. The **Waiting Period thirty (30) days and one thousand (1,000) miles from the Contract Purchase Date and Odometer Mileage at Contract Purchase Date.**

SCHEDULE OF COVERAGES

If a **Breakdown** of **Your Vehicle** occurs during the **Term** of this **Contract**, **We** will:

Pay **You** or the **Repair Facility**, for reasonable costs of 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 cause the **Breakdown**. Allowed labor will be verified by the standard versions of the following nationally recognized labor guides: Mitchell, & AllData. **Replacement parts, not to exceed the 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. We** will cover up to one hundred twenty-five dollars (\$125) per hour for labor rates unless the Market Labor Rate Option is selected.

CLASSIC HERO:

The following parts are covered if the "Mileage Max" coverage is selected on the **Schedule Page**.

ENGINE: Internally **Lubricated Parts** of the engine block & cylinder head if failure was caused by an internally lubricated parts including camshaft, camshaft bearings, crankshaft & bearings, oil pump, internal timing gears, timing chain, valve lifters, rocker arm assemblies & push rods, pistons & rings, wrist pins, cylinders, connecting rods and distributor drive gear, water pump. **Seals & Gaskets will only be covered in conjunction with an otherwise authorized repair. Timing belt for mechanical failure only.**

TURBOCHARGER/SUPERCHARGER (Factory Installed Only): Turbocharger/Supercharger housing; turbo boost valve; turbo waste gate, actuator bearing, bushing and all other internal parts.

Turbocharger/Supercharger housing are only covered if damaged by a covered internally Lubricated Part.

TRANSMISSION: Internal components of the automatic transmission or manual transmission. Including: drive chain gears, carrier bearings and internal transaxle seal. **The manual transmission case, automatic transmission case, torque converter, drive gears, forks, bearing thrust washer, bushings, washers and housing are covered, if damaged by the failure of an internally Lubricated Part.**

TRANSFER CASE: All internally **Lubricated Parts**. **The transfer case is only covered when damaged by covered internally Lubricated Parts.**

DRIVE AXLE(S): Drive Axle(s): Axle Housing and all internally **Lubricated Parts** within the housing. Axles, Drive Shaft/Axle Shaft, U-Joint, 4x4 Locking Hubs, pinion bearings, side carrier bearings, ring and pinion gears, carrier assembly and axle bearings. Constant Velocity Joints (Boot must not be torn at the time of failure. Lubricated joint failure only).

SEALS and GASKETS: Seals and gaskets are covered only as part of repair or replacement of the above **Covered Parts**.

CLASSIC HERO PLUS:

The following parts are covered if the "EXTRA MILE" coverage is selected on the **Schedule Page**.

ENGINE: Internally **Lubricated Parts** of the engine block & cylinder head if failure was caused by an internally lubricated parts including camshaft, camshaft bearings, crankshaft & bearings, oil pump, internal timing gears, timing chain, valve lifters, rocker arm assemblies & push rods, pistons & rings, wrist pins, cylinders, connecting rods and distributor drive gear. **Seals & Gaskets will only be covered in conjunction with an otherwise authorized repair. Timing Belt for mechanical failure only.**

TURBOCHARGER/SUPERCHARGER (Factory Installed Only): Turbocharger/Supercharger housing; turbo boost valve; turbo waste gate, actuator bearing, bushing and all other internal parts. **Turbocharger/Supercharger housing are only covered if damaged by a covered internally Lubricated Part.**

TRANSMISSION: Internal components of the automatic transmission or manual transmission. Including: drive chain gears, carrier bearings and internal transaxle seal. **The manual transmission case, automatic transmission case, torque converter, drive gears, forks, bearing thrust washer, bushings, washers, and housing are covered, if damaged by the failure of an internally Lubricated Part.**

TRANSFER CASE: Transfer case and all internally **Lubricated Parts**. **Transfer case is only Covered when damaged by Covered internally Lubricated Parts.**

DRIVE AXLE/DIFFERENTIAL: Drive Axle(s): Axle Housing and all internally **Lubricated Parts** within the housing. Axles, Drive Shaft/Axle Shaft, U-Joint, 4x4 Locking Hubs, pinion bearings, side carrier bearings, ring and pinion gears, carrier assembly and axle bearings. Constant Velocity Joints (Boot must not be torn at the time of failure. Lubricated joint failure only).

STEERING: Power Steering Pump.

AC / HEATING (Includes only factory or dealer installed equipment): compressor; compressor clutch and coil; condenser; condenser fan; condenser fan motor; evaporator; accumulator; drier; expansion valve; blower motor; orifice tube; high/low cut off switch; and pressure cycling switch.

COOLING SYSTEM: water pump; radiator; coolant recovery tank; cooling fan; cooling fan motor; cooling fan clutch.

FUEL SYSTEM: Fuel delivery pump; fuel injection pump; Fuel Injectors, metal fuel lines; fuel pressure regulator; fuel sending unit; fuel gauge.

ELECTRICAL: Alternator; starter motor; starter solenoid; starter drive; windshield wiper motors; windshield washer pump; power window motors; window regulators; power door locks and actuators; power antenna motor; power window switch; power lock switch; turn signal switch; windshield wiper switch; windshield washer switch; brake light switch; power trunk release switch.

SEALS and GASKETS: Seals and Gaskets are covered only as part of repair or replacement of the above **Covered Parts**. Seals and Gasket optional coverage is only available if Seals and Gaskets coverage is selected on the Schedule Page at time of purchase and the surcharge was added to total amount owed.

EVERYDAY HERO:

The following parts are covered if the "TOTAL ASSURE" coverage is selected on the **Schedule Page**.

ENGINE: All internally **Lubricated Parts** within the engine block including: crankshaft and bearings, oil pump, internal timing gears, timing chain camshaft, camshaft bearings, valve lifters, rocker arm assemblies, push rods, pistons and rings, wrist pins, cylinders, connecting rods, distributor drive gear, intake manifold, exhaust manifold, valve covers, oil pan and engine mounts. **The engine block and cylinder heads are only covered due to the failure of an internally Lubricated Parts.**

TURBOCHARGER/SUPERCHARGER (Factory Installed Only): Turbocharger/Supercharger housing; turbo boost valve;

turbo waste gate, actuator bearing, bushing and all other internal parts.

Turbocharger/Supercharger housing are only covered if damaged by a covered internally Lubricated Part.

TRANSMISSION: Transmission case and all internally **Lubricated Parts**; torque converter; flywheel/flex plate; transmission mounts; transmission cooler; transmission oil pan; transmission control module (TCM) and vacuum modulator. **Transmission case is only covered when damaged by a Covered internally Lubricated Part.**

TRANSFER CASE: Transfer case and all internally **Lubricated Parts**. **4x4 Actuator; Transfer case is only Covered when damaged by Covered internally Lubricated Parts.**

DRIVE AXLE/DIFFERENTIAL: Axle Housing and all internally **lubricated parts** within the housing. Axles, Drive Shaft/Axle Shaft, U-Joint, 4x4 Locking Hubs, pinion bearings, side carrier bearings, ring and pinion gears, carrier assembly and axle bearings. Constant Velocity Joints (Boot must not be torn at the time of failure. Lubricated joint failure only).

AC / HEATING: (Includes only factory or dealer installed equipment); condenser; condenser fan; condenser fan motor; compressor; compressor clutch; compressor drive motor; evaporator; compressor pulley; accumulator; drier; expansion valve; idler pulley; driver operated A/C controls; electronic A/C control module; heater core; blower motor; orifice tube; high/low cut off switch; and pressure cycling switch.

COOLING: Water pump and housing; cooling fan; cooling fan motor; fan clutch; and coolant recovery tank, thermostat, and mixture control valve

FUEL SYSTEM: Fuel delivery pump; fuel injection pump; fuel injectors; fuel tank; metal fuel lines; fuel pressure regulator; fuel sending unit; fuel gauge; and fuel injection sensors.

BRAKE: Master cylinder; power brake cylinder; vacuum assist booster; calipers; wheel cylinders; compensating valve; anti-lock brake system (ABS); modulating valve; crash avoidance system; hydraulic lines and fittings; and parking brake actuator.

ELECTRICAL: Alternator; ignition coil; horns; distributor (**does not include cap & rotor**); starter motor; starter solenoid; starter drive; cruise control systems; adaptive cruise control systems; idle air control (IAC) valve and motor; engine control module (ECM); ignition lock cylinder; windshield wiper motors; windshield wiper linkage; windshield washer pump; power seat motor; power window motors; power window regulators; power door locks and actuators; power antenna motor; power trunk release; wiring harness; and driver information gauges (**excludes burned out light bulbs**); brake light switch; all manually operated switches.

SUSPENSION: Upper and lower control arm shafts, bearings and bushings; electronic stability control system; traction control system; wheel bearings; spindles; ball joints; kingpins and bushings; radius arm and bushings; stabilizer bar, arm; links and bushings; torsion bars; coil springs; leaf springs; suspension level control compressor; wheel speed sensors; and wheel hub assembly.

STEERING: Steering gear box/rack and all internally **Lubricated Parts**; power steering pump; electric steering motor; tire pressure monitoring system; pitman arm; idler arm; and tie rod ends.

ELECTRIC VEHICLE (EV) AND HYBRID VEHICLES: If **Your Vehicle** is an EV or Hybrid Vehicle, the following list of additional **Covered Parts** are 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: Seals and Gaskets are covered only as part of repair or replacement of the above **Covered Parts**. Seals and Gasket optional coverage is only available if Seals and Gaskets coverage is selected on the Schedule Page at time of purchase and the surcharge was added to total amount owed.

SUPER HERO:

Repairs on all assemblies and parts are covered on **Your Vehicle**, subject to the Exclusions below.

WHAT IS NOT COVERED: Paint, carpet, bright metal, trim, sheet metal, bumpers, body panels, glass, physical damage, molding, upholstery, lenses, sealed beams, light bulbs, head lamps, tail lamps, high mount stop lamps, L.E.D. light assemblies, fuses, circuit breakers, remote control consoles, radar detection devices, weather-strips, all exhaust components, the following emission components: purge valve/solenoids, vacuum canister, vapor return canister, vapor return lines/valves, air pump/lines/valves, emission vapor sensors; gas cap/ filler neck, catalytic converter, battery, battery cables/harness, spark plugs, spark plug wires, fan belts, accessory drive belts, flexible hoses, distributor cap and rotor, shock absorbers, manual/hydraulic clutch assembly, friction clutch disc and pressure plate, weather strips, trim, outside ornamentation, frame and structural body parts, vinyl and convertible tops, canvas top, any convertible top assemblies, fabric top, fiberglass top, hardware or linkages, tires, wheel/rims, wheel balances, safety restraint systems (including air bags), air and water leaks, wind noise, squeaks, rattles, all maintenance services including alignments, brake pads and shoes, brake rotors and drums, tune ups, coolants, lubricants; and

hazardous waste fees.

Parts, items, and conditions listed in the Exclusions section of this Contract.

OPTIONAL SURCHARGES

The following optional surcharges are included only if selected and an additional charge has been paid as shown on the Schedule Page. Unless the Schedule Page indicates that one or more of the following optional surcharges was purchased, the components and coverages listed below are also excluded:

A. LUXURY ELECTRONICS PACKAGE (LEP): The following Manufacturer/Factory installed parts are covered: Radio/GPS/Navigation Components; integrated radio/GPS; Liquid Crystal Display (LCD) Screens; DVD Players; Rearview Back-up Camera and Sensors; Voice Activation Systems; Standalone seat heaters not integrated in upholstery; Sunroof and Convertible Top Motors. Coverage, if purchased, is limited to either 1 (one) replacement or 1 (one) repair per component for the life of the **Contract**.

The above LEP COVERAGE is limited only to failures of the "base unit" and does not cover any remote controls, hand-held controls, wiring, game cartridges, headphones, DVD's, MP3 Players, programming, or any other non-listed parts for the covered LEP items above. Any aftermarket components are specifically excluded from coverage.

B. BONUS COVERAGE: If You selected and paid an additional charge for the BONUS COVERAGE, the following components of **Your Vehicle** will not be excluded under this **Contract**: Air Fuel Ratio Sensor/Oxygen Sensor, Air Pump, Barometric Pressure Sensor, Canister Purge Solenoid, EVAP Purge Canister, EVAP Leak detection Pump and Valve, EVAP vent valve, Deceleration Valve, EGR valve, EGR solenoid, EGR check valve, DPFE sensor, EGR controller, EGR diverter valve, EGR relay, Purge Valve, EGR position sensor, EGR lines, EGR/ EFE Thermal Vacuum Switch, EGR/EFE Valve, Engine Oil Fill Cap, Fuel Fill Cap, Fuel Fill Neck Restrictor, Fuel Tank Pressure Sensor, Fuel Tank Vent Valve, Fuel Temperature Sensor, Idle Air Control Valve, Intake Air Resonator, Intake Air Temperature Sensor, MAP Sensor, Mass Air Flow Sensor, PCV Sensor, Air injection control valve, Air injection check valve, Air injection Pump, Air injection Relay. **SEALS AND GASKETS:** If You have selected and paid the additional surcharge leaking Seals and Gaskets are covered. **COOLING SYSTEM:** Radiator.

All components in this section have an aggregate limit of coverage liability of one thousand five hundred dollars (\$1,500.00) total. This is not per item and is the aggregate limit of liability for this entire Bonus Coverage optional coverage.

C. MARKET LABOR RATE OPTION: If You have selected and paid an additional charge for the MARKET LABOR RATE OPTION, the maximum payable **Repair Facility** labor rate of one hundred twenty dollars (\$125) per hour shall not apply, and the **We** will authorize repairs for a **Breakdown** or based upon the **Repair Facility's** posted labor rate.

D. COMMERCIAL COVERAGE: This Contract is available for certain types of **Commercial Use Vehicles** as long as: (a) the Vehicle is not rated over one (1) ton payload capacity and; (b) the appropriate surcharge is paid. Only the following commercial applications are eligible for coverage under this **Contract**: delivery, messenger, route sales or services, inspections/examinations, maintenance or repair, gardening, and carrying hand tools to the job site. **Commercial Use Vehicles** are required to follow all original manufacturer's severe service scheduled maintenance and must not exceed maximum towing/load capacities. For specific information, consult **Your** owner's manual or a dealer who sells the make of **Your Vehicle**.

Commercial Uses Vehicles not eligible for coverage include but are not limited to; taxi, limousine, shuttle, police or other emergency use, security service or any law enforcement agency, snow plowing, towing. Any Vehicle used as a rental or loaner is not eligible for coverage. Vehicles used in any commercial manner not provided above are not eligible for coverage. Vehicles rated over one-ton payload capacity and fleet Vehicles are not eligible for coverage.

E. OPTIONAL VEHICLE CARE PACKAGE (Reimbursement Only): If You elect this package and it is confirmed on the Schedule Page, you are entitled to reimbursements for routine maintenance, brake system maintenance, battery replacement, and other specified services, contingent upon adherence to the terms and conditions set forth herein. This includes:

- **Routine Maintenance Coverage:** Reimbursement up to \$50 for each Oil and Filter Change, limited to three reimbursements per year.
- **Safety and Performance Assistance:** Reimbursement up to \$140 for one Brake Pads/Shoes replacement per the life of the contract, contingent upon wear exceeding the OEM's specified tolerances.
- **Power System Protection:** A one-time reimbursement of up to \$100 is available for Battery replacement if beyond OEM's specified tolerance excluding HEV Batteries/Battery Packs.
- **Climate Control and Lubrication Services:** Offers a one-time reimbursement of up to \$55 for Cooling System Maintenance, including services like drain/refill and pressure check.
- **Annual Maintenance Check-Up:** Available once each calendar year, this coverage includes engine diagnostics, alignment checks, and state safety inspections, with reimbursement up to \$75 for the annual maintenance check-up.

- **Tire Care Plan:** Provides an annual reimbursement of up to \$35 for Tire Rotation services, including air pressure checks.
- **Clear Vision Assistance:** A one-time reimbursement of up to \$20 is offered for the replacement of one set of front windshield Wiper Blades

Reimbursement Claims: The contract holder who opts for this Vehicle Care Package is entitled to reimbursement for the covered services upon submission of proper documentation and adherence to the specified service limits. All services under this package must receive pre-authorization from the Administrator to ensure eligibility for reimbursement. The contract holder is responsible for the upfront payment of all covered services, with reimbursement from the Administrator following the submission of detailed service receipts and a completed claim form. Claims for reimbursement under the Optional Vehicle Care Package should be submitted to our claim's office via email at gethelp@aegis-service.com or by mailing to Aegis Administration, LLC, 13801 Riverport Dr, Suite 400, Maryland Heights, MO 63043, following pre-authorization from the Administrator. Detailed service receipts and a completed claim form must accompany your reimbursement request.

Coverage for components listed in this Optional Surcharge Section supersedes those excluded in the exclusions section of this Contract only if the applicable surcharge has been selected and paid for, as indicated on the Schedule Page.

ADDITIONAL BENEFITS

EMERGENCY ROADSIDE ASSISTANCE COVERAGE

FOR EMERGENCY ROADSIDE ASSISTANCE COVERAGE, YOU MUST CALL XXX-XXX-XXXX

Emergency Roadside Assistance is available twenty-four (24) hours a day/three hundred sixty-five (365) days a year anywhere in the United States (including Alaska and Hawaii) and Canada. All of the Roadside Assistance benefits are provided by Auto Knight Motor Club, Inc., Administrative Office located at: 10751 Deerwood Park Blvd., Ste. 200, Jacksonville, FL 32256.

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

Your coverage begins on the Agreement Purchase Date shown on the Schedule Page and terminates on the expiration of the Term of Your Agreement shown on the Schedule Page. You will only have to pay for any non-covered expenses or costs in excess of Your one hundred and fifty dollars (\$150) per occurrence maximum.

Important: Please be with Your Vehicle when the service provider arrives, unless it is unsafe to remain with the Vehicle, as the service provider cannot service an unattended Vehicle. In the event that service is not obtainable through [Auto Knight Motor Club, Inc.], You will receive an authorization number to receive a refund of payments made according to Your program benefit and coverage limits for services received independently. You must first contact Auto Knight Motor Club, Inc., for authorization to obtain independent services.

The following items are not included as part of the Roadside Assistance benefit: Coverage shall not be provided in the event of emergencies resulting from the use of intoxicants or narcotics, or the use of the Vehicle in the commission of a felony. Cost of parts, replacement keys, fluids, lubricants, fuel, material, additional labor relating to towing, or the cost of installation of products. Non-emergency towing or other non-emergency service. Non-emergency mounting or removing of snow tires or chains. Shoveling snow from around a Vehicle, tire repair, extrication or winching, motorcycles, trucks over one-and-a-half-ton capacity, antique vehicles (meaning vehicles over 20 years old or out of manufacture for 10 years or more), taxicabs, limousines, or other commercial vehicles. Recreational Vehicles (RVs), camping trailers, travel trailers, or any vehicles in tow. Any and all taxes or fines. Damage or disablement due to collision, fire, flood or vandalism. Towing from or repair work performed at a service station, garage, or repair shop. Towing by other than a

licensed service provider or garage; vehicle storage charges; a second tow for the same disablement. Service on a Vehicle that is not in a safe condition to be towed or serviced or that may result in damage to the Vehicle if towed or serviced. Towing or service on roads not regularly maintained, such as sand beaches, open fields, forests, and areas designated as not passable due to construction, etc. Towing at the direction of a law enforcement officer relating to traffic obstruction, impoundment, abandonment, illegal parking, or other violations of law. Repeated service calls for a Vehicle in need of routine maintenance or repair. Services received independently from [Auto Knight Motor Club, Inc.], without prior authorization from [Auto Knight Motor Club, Inc.] Only one (1) disablement for the same service type during any seven (7) day period will be accepted.

THIS IS NOT A ROADSIDE ASSISTANCE REIMBURSEMENT SERVICE

In conjunction with our Emergency Roadside Assistance service, your coverage includes an extra benefit that entails reimbursement for expenses incurred, up to a maximum of one hundred dollars (\$100.00), in situations where you arrange transportation through a ride share service due to a covered Breakdown. Should Your Vehicle experience a Breakdown that falls under the coverage of Your Contract, and You find it necessary to secure transportation using a ride share service, We will offer reimbursement for the fees You incur. This reimbursement benefit aims to provide You with financial support in obtaining alternative transportation while Your Vehicle undergoes repairs. Please bear in mind that this reimbursement is subject to the terms and conditions outlined in Your Contract. To make use of this benefit, it is essential to maintain and produce the requisite documentation, including receipts or proof of payment, when submitting your reimbursement claim.

Reimbursement: In the event Your Vehicle is disabled, and You contracted for any of the above covered services on Your own, You will be able to submit Your original receipted road service expenses for reimbursement consideration. The maximum for any covered services is strictly limited to one hundred dollars (\$100.00). You must call the Administrator and send Your original receipted roadside bills along with a letter of explanation to apply for reimbursement. Reimbursements are subject to the limits set by the coverages above.

1. **RENTAL CAR** - Reimburse You for a rental car at the rate of up to thirty dollars (\$30) per day and a maximum of one hundred fifty dollars (\$150) (five (5) days) per **Mechanical Breakdown**. To receive rental benefits, You must supply Us with Your receipt from a licensed rental agency. **No deductible will apply to this benefit.** Maximum rental days include delays associated with **Administrator** required inspections or the shipment of parts.
2. **TRIP INTERRUPTION** – Reimburse You for lodging and meal expenses actually incurred by You if the covered repairs are completed more than one hundred (100) miles from Your primary residence and You are stranded overnight. The limit on this reimbursement is seventy-five dollars (\$75) per day for up to three (3) days per **Breakdown**.

EXCLUSIONS – What this Vehicle Service Contract Does Not Cover

- Repairs and/or replacements of Covered Parts that were performed without prior authorization from the Administrator, except for Emergency repairs completed within the provisions listed as stated in this Contract.
- All parts not specifically listed under Covered Parts are not covered under this Contract. Maintenance items/repairs such as engine tune-ups and wheel or suspension alignments are not covered. Routine maintenance services/repairs such as, but not limited to Batteries, brake pads, brake rotors, brake drums, brake linings and disc brake caliper pads, shock absorbers, bolts, nuts, fasteners, standard transmission clutch assembly, and manual and hydraulic linkages. Passive or active safety and restraint systems and any sensors/components related to the operations of these systems. All electric powered and hybrid fuel parts including but not limited to electric fuel cells, regenerative braking systems or electronic memory systems. Adjustments/Alignments to Covered Parts are not covered. In addition, this Contract provides no benefits or coverage and We have no obligation under this Contract for:
- A Breakdown that is reasonably determined to have existed prior to the Contract Purchase date or the date Coverage takes effect.
- A Breakdown if the information provided by You, or the Repair Facility cannot be verified as accurate or is found to be deceptively inaccurate.
- A Breakdown caused by lack of customary, proper, or manufacturer's specified maintenance.
- A Breakdown caused by contamination of or lack of proper fuels, fluids, coolants or lubricants, including a Breakdown caused by failure to replace Seals and Gaskets in a timely manner.
- A Breakdown due to loss of fluids.
- A Breakdown caused by or for damages resulting from overheating regardless of cause.
- Repair or replacement of any parts not necessary to the completion of the repairs for a Covered Breakdown.
- A Breakdown of a Covered Part damaged by a non-Covered Part, or of a non-Covered Part damaged by a Covered Part.
- In the event a non-Covered Part is required to be replaced due to the replacement of a Covered Part that has failed, and the non-Covered Part has not failed, the non-Covered Part is not covered under this Contract.
- A Breakdown resulting from engine sludge, carbon, 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.
- 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.
- 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 gradual loss of performance which has resulted from normal operation and use (due to mileage and/or age) such as, but not limited to: valve guides, valves, piston rings, transmission clutch pack, discs and bands, unless worn beyond manufacturer tolerances. Fastening hardware (external nuts, bolts, springs, brackets etc.), exhaust system, injector cleaning, shop supplies, waste or disposal fees, any other miscellaneous shop charges.
- Modified vehicles are not eligible for coverage unless the modification(s) were recommended and approved by the manufacturer.
- Repair of valves/or rings, if the purpose is solely to raise the engines compression or oil consumption when a Breakdown caused by the failure of a covered part has not occurred. This is considered normal wear and tear, and not a Breakdown.
- 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, salvage or branded title vehicles, total loss vehicles, police, postal, taxi, and emergency vehicles, rental vehicles, tow vehicles, vehicles equipped with a snow plow, lifted vehicles, vehicles equipped with a flat bed, and vehicles greater than one (1) ton. 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.
- Vehicles used for business, deliveries, construction, or commercial hauling.
- A Breakdown caused by collision, fire, theft, freezing, vandalism, riot, explosion, lightning, earthquake, windstorm, hail, water, flood, other acts of nature, 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, storage charges, freight 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 or Service Contract Provider approved repair or replacement of Covered Parts which caused a 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 or not related to a Breakdown.
- Any cost covered by a repairer's or supplier's guarantee, or any cost which would be covered by a manufacturer's warranty, or that the manufacturer has announced its responsibility through any means including public recalls or factory service bulletins, whether or not the manufacturer remains a viable entity.
- Any part not covered by, or excluded by the original Vehicle manufacturer's warranty, whether or not the manufacturer remains a viable entity.
- 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 or not the failure would be otherwise covered by the Contract.

FILE A CLAIM

IN THE EVENT OF A BREAKDOWN, YOU MUST: CALL 1-800-702-3506

If You have a Breakdown You must follow this procedure:

1. Use all reasonable means to protect **Your Vehicle** from further damage. This may require **You** to stop **Your Vehicle** and call for roadside assistance to have **Your Vehicle** towed. Any operation of **Your Vehicle** that results in further damage related to the original **Breakdown** shall be considered negligence on **Your** part and any such further damage shall not be covered under this **Contract**.
2. Take **Your Vehicle** to the Licensed **Repair Facility** of **Your** choice and have the **Repair Facility** contact **Us** at (1-800-702-3506) for instructions before ANY repairs are made. NO CLAIMS WILL BE PAID WITHOUT PRIOR AUTHORIZATION FROM **US**.
3. The **Administrator** reserves the right to inspect **Your Vehicle** prior to issuing any authorization to the **Repair Facility**. In the event that the **Administrator** determines the **Repair Facility** is unable to perform a proper diagnosis or repair **Your Vehicle**, or there is a dispute between the **Administrator** and the **Repair Facility**, the **Administrator** reserves the right to move **Your Vehicle** to a **Repair Facility** of the **Administrator's** choice.
4. Prior to proceeding with repairs, ensure the **Repair Facility** has been provided an authorization number for the covered repairs by the **Administrator**. Repairs performed without prior approval will not be honored (except for Emergency Repairs as described within).
5. Furnish **Us** or the **Repair Facility** with such reasonable information that **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**.
6. **EMERGENCY REPAIRS** - (non-business hours only) Emergency repairs are only those repairs, which, if not performed, would render Your Vehicle inoperable or unsafe to drive and impair its future operation. If emergency repairs covered by this Agreement are required outside the Seller's or Administrator's business hours, (hours of claims operations are 8am – 5pm

NO CLAIMS WILL BE PAID WITHOUT PRIOR AUTHORIZATION. CALL 1-800-702-3506

Page 9 of 23

CST Monday through Friday, excluding holidays), You should deliver Your Vehicle to a Repair Facility and have the necessary repairs performed at a reasonable and customary charge. On the next business day, you should report the repairs to the Administrator for reimbursement, You will be required to provide repair order/invoice for review.

YOUR OBLIGATIONS

You should have the engine oil and filter changed every six (6) months or five thousand (5,000) miles, whichever comes first, or **You** must follow the maintenance schedules in accordance with **Your Vehicle's** manufacturer recommendations. If applicable, replace the engine timing belt/timing chain at the intervals specified by the **Vehicle** manufacturer. It is required that **You** retain proof of the maintenance performed, or repair work done, on **Your Vehicle** (regardless, if the work was performed by **You** or a **Repair Facility**). Proof means repair orders from a Licensed **Repair Facility** and/or a self-maintained maintenance log that has corresponding service/purchase receipts for oil and filter, coolant, and brake system flush, etc. Pertinent information must be furnished to identify **Your Vehicle** and the repairs performed, such as the VIN, date, mileage, parts, labor and warranty. **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. **We** will not reimburse for repair costs or expenses if **You** cannot provide accurate records proving that **You** have maintained the failed **Covered Part**.

You or **Your Repair Facility** are required to obtain **Our** authorization prior to beginning any repair covered by this **Contract**.

You are responsible for paying the **Deductible** indicated on the **Schedule Page** each time **You** have a **Breakdown**.

You are responsible for authorizing and paying for any teardown or diagnosis time needed to determine whether **Your Vehicle** has a **Breakdown** or not. If it is subsequently determined that **Your Vehicle** has a **Breakdown**, then **We** will pay for such teardown or diagnosis time. However, if it is determined **Your Vehicle** does not have a **Breakdown**, **You** would be responsible for payment of such teardown or diagnosis.

GENERAL PROVISIONS

LIMITS OF COVERAGE LIABILITY

The aggregate total of **Our** liability for all benefits paid or payable during the term of this **Contract** shall not exceed the actual cash value of **Your Vehicle** at time of **Contract** purchase.

The total aggregate liability for all claims paid or payable during the Contract term shall not surpass the actual cash value of Your Vehicle as of the Contract's purchase date.

Under the ULTIMATE AND TOTAL ASSURE coverage, the total aggregate liability for all claims paid or payable during the Contract term shall not exceed the actual cash value of Your vehicle at the time of purchase. **Our** limit of liability for any one (1) claim or **Breakdown** related in time or cause shall not exceed the actual cash value of **Your Vehicle** according to current National Automobile Dealers Association (NADA) standards at time of claim. In return for **Your** payment for this **Contract** and subject to its terms, **you** will be provided with the protection described herein.

EXTRA MILE and MILEAGE MAX: Under the EXTRA MILEAGE AND MILEAGE MAX coverage, the total aggregate liability for all claims paid or payable during the Contract term shall not exceed the higher of either ten thousand dollars (\$10,000) or the actual cash value of Your vehicle (whichever is lesser of the two) at the time of purchase. In addition, there are specific per-occurrence limits for powertrain component repair or replacement: Engine repair or replacement, up to three thousand five hundred dollars (\$3,500.00), Transmission repair or replacement, up to two thousand five hundred dollars (\$2,500.00), and Transfer case repair or replacement.

SUBROGATION

We are entitled to all of **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 unless transferred as provided in the transfer section of this **Contract**. **You** also agree to cooperate and help **Us** in any other matter concerning this **Contract**.

HOW THIS CONTRACT MAY BE TRANSFERRED

This **Contract** is subject to transfer, reassignment, or sale. It is **Your** responsibility to notify **Us** in the event this **Contract** has been transferred to a subsequent owner stating the name, address, and telephone number of the purchaser. This **Contract** will terminate when **You** sell **Your Vehicle**, unless **You** notify **Us**.

This provision is only available if **You** are the original **Contract Holder**. **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 **We** receive **Your** written notification within thirty (30) days from the date of sale to the subsequent owner and upon payment to **Us** of a seventy-five dollar (\$75) transfer fee, unless contrary to state law, insurance subrogation is waived by all parties. Contracts purchased on a payment plan must be paid in full or payment obligations assigned to the new Vehicle owner prior to transfer. Confirmation of the transfer acceptance by **Us** is required before coverage for the new owner is effective.

RENEWAL

The coverage provided by this **Contract** can be renewed so long as **You** contact **Us** thirty (30) days before the expiration date or one thousand miles (1,000) miles before the **Contract** mileage expiration. **You** may renew **Your** policy at the current rate at the time of the renewal.

CANCELLATION

- (1) The **Contract Holder** may cancel this **Contract** by contacting the **Administrator** or **Seller**.
- (2) If the **Vehicle** and this **Contract** have been financed, the lienholder may cancel this **Contract** for non-payment, or if the **Vehicle** has been declared a total loss or has been repossessed. The rights under this **Contract** are transferred to the lienholder and the lienholder is also entitled to any refund. If the lienholder cancels this **Contract** within thirty (30) days of the Contract Purchase Date a full refund of the total Contract Purchase Price, less any claim(s) paid, will be provided. If the lienholder cancels this **Contract** at any other time a pro-rata refund of the total Contract Purchase Price based on the greater of days in force or the miles driven compared to the total **Contract Term**, less claim(s) paid and less the applicable cancellation fee in the amount of seventy-five dollars (\$75). If a refund is owed, the refund will be paid or credited within thirty (30) days from the date the **Seller** or **Administrator** receive notice of cancellation from the lienholder.
- (3) The **Contract Holder** may cancel this **Contract** within thirty (30) days of the Contract Purchase Date and receive a full refund of the total Contract Purchase Price, less any claim(s) paid. The **Contract Holder** may cancel this **Contract** after thirty (30) days and receive a pro-rata refund of the total Contract Purchase Price based on the greater of the days in force or the miles driven compared to the total **Contract Term**, less the applicable cancellation fee in the amount of seventy-five dollars (\$75). The **Term** of this **Contract** for cancellation purposes will be based on the date of purchase of the **Vehicle** and the **Vehicle** mileage on such date. Refunds hereunder shall be issued less the value of any services received by the **Contract Holder** (including claims paid.) If a refund is owed, the refund will be paid or credited within thirty (30) days from the date the **Administrator** or **Seller** receive notice of cancellation from the **Contract Holder**.
- (4) In the event the Contract Purchase Price is being paid for through a payment plan (or its equivalent) any outstanding balance held by payment plan provider would be deducted from the refund amount due to the **Contract Holder**.
- (5) All refunds will be issued through the **Seller** from whom the **Contract** was purchased.

Service Contract Provider reserves the right to cancel this **Contract** upon the occurrence of any of the following:

- Failure by the **Contract Holder** to pay an amount when due.
- Conviction of the **Contract Holder** of a crime, which results in an increase in the service required under this **Contract**.
- Discovery of fraud or material misrepresentation by the **Contract Holder** in obtaining this **Contract** or in presenting a claim for service hereunder.
- Discovery of an act or omission by the **Contract Holder**, or a violation by the **Contract Holder** of any condition of this **Contract**, which occurred after the Contract Purchase Date and which substantially and materially increases the service required under this **Contract**, including but not limited to, failure of the odometer of the **Vehicle** or if for any reason it does not record the actual mileage of the **Vehicle** after the Contract Purchase Date and the actual mileage of the **Vehicle** cannot be established to a reasonable degree of certainty.
- A material change in the nature or extent of the required service or repair which occurs after the Contract Purchase Date and which causes the required service or repair to be substantially and materially increased beyond that contemplated at the time this **Contract** was issued or sold.
- No cancellation of this **Contract** by the **Service Contract Provider** shall become effective until fifteen (15) days after the notice of cancellation is mailed to the **Contract Holder**. The **Service Contract Provider** will not charge a cancellation fee if this **Contract** is cancelled by the **Service Contract Provider**.
- If the **Service Contract Provider** cancels this **Contract** within thirty (30) days of the Contract Purchase Date, a full refund of the total Contract Purchase Price will be issued. If cancellation is after thirty (30) days, a pro-rata refund of the total Contract Purchase Price based on the greater of the days in force or the miles driven compared to the total **Contract Term** will be issued.
- If the **Service Contract Provider** cancels this **Contract** and a refund is owed, the refund will be paid or credited within thirty (30) days from the effective date of the cancellation.

INSURANCE STATEMENT This Agreement is not a contract of insurance. The obligations of the Obligor are secured by an insurance policy issued by Lexington National Insurance Corporation, P.O. Box 6098, Lutherville, MD 21094, (888)888-2245], in all covered states. If, within 60 days, We have not paid an authorized claim, provided You with a refund, or if You are otherwise dissatisfied, or We are no longer a going concern, become insolvent or are otherwise financially impaired, You are entitled under state law to make a claim directly to the Insurer by contacting the Insurer at the address or phone number listed above. Please enclose a copy of your Agreement when sending correspondence to the Insurer. The Insurer and Obligor shall not be deemed to provide coverage and the Insurer or Obligor shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such coverage, payment of such claim or provision of such benefit would expose the Insurer, its parent company or its ultimate controlling entity to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the United States of America.

LIMITED APPLICABILITY OF THE FEDERAL MAGNUSON MOSS WARRANTY ACT

You agree and acknowledge that You have paid an additional fee for this **Contract** that is separate and apart from the

NO CLAIMS WILL BE PAID WITHOUT PRIOR AUTHORIZATION. CALL 1-800-702-3506

Page 11 of 23

VSC-HPADMIN-053124

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

LIMITATION OF LIABILITY

THIS CONTRACT SETS OUT THE FULL EXTENT OF OUR RESPONSIBILITIES. NEITHER THE OBLIGOR NOR THE PROGRAM ADMINISTRATOR SHALL BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, EXPENSES ARISING OUT OF THIRD PARTY CLAIMS, LOSS OF USE OF THE VEHICLE, INCONVENIENCE, OR ANY OTHER LOSS), WHETHER OR NOT CAUSED BY OR RESULTING FROM BREACH OF CONTRACT, NEGLIGENCE, OR OTHER WRONGFUL ACT OR OMISSION, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NEITHER THE OBLIGOR NOR THE PROGRAM ADMINISTRATOR AUTHORIZE ANY PERSON, ENTITY OR DEALER TO CREATE FOR THEM ANY OTHER OBLIGATION OR LIABILITY IN CONNECTION WITH THIS PRODUCT.

DISPUTE RESOLUTION/ARBITRATION CONTRACT 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 **Contract**), **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 **Contract**, including but not limited to claims related to the underlying transaction giving rise to this **Contract**, claims related to the sale or fulfillment of this **Contract**, 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 **Contract** or the underlying transaction or the sale or fulfillment of this **Contract** (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. 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 **Contract**.

The Parties agree and acknowledge that the transaction evidenced by this **Contract** 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 **Contract** shall apply, without regards to conflicts of law.

CLASS ACTION WAIVER. All Claims must be brought solely in an individual capacity, and not as a plaintiff or class member in any purported class action, collective action, representative action, mass action, private attorney general action or action on behalf of the general public, or similar proceeding (any such action is referred to herein as a "Class Action"). NO CLAIM WILL BE ARBITRATED ON A CLASS ACTION BASIS. The Parties, including **You**, expressly waive any right or ability to bring, assert, maintain, or participate as a class member in any Class Action in court, arbitration, or any other forum, and the right for anyone to do so on **Your** behalf. The arbitrator may not consolidate more than one person or entity's claims and may not otherwise preside over any Class Action. The arbitrator shall not have the authority to combine or aggregate multiple persons' or entities' Claims or discovery, to conduct a Class Action or to make an award to any

person or entity not a party to the arbitration. Notwithstanding anything to the contrary, the Parties agree that the enforcement, applicability, scope, validity, and/or interpretation of this Class Action Waiver shall be decided by a

court of competent jurisdiction and not by an arbitrator. If this Class Action Waiver is ruled unenforceable or is interpreted to not prevent a Class Action, then the Arbitration Agreement shall be null and void, and any Claims shall proceed in a court of law and not in arbitration. The Parties agree that if an arbitrator renders a decision regarding the enforcement, applicability, scope, validity, and/or interpretation of this Class Action Waiver, or determines that a Class Action may proceed in arbitration, then: (1) the arbitrator has exceeded his powers, pursuant to §10(a)(4) of the FAA, by taking such action;

(2) either party may seek immediate review of that decision by a court of competent jurisdiction; and (3) a court of competent jurisdiction shall apply a “de novo” standard of review of that decision if such standard of review is allowed by the common law or statutes of that state. The Parties, including You, agree that if for any reason a Claim proceeds to Court, rather than arbitration,

(1) the Claim will proceed solely on an individual, non-class, non-representative basis, and (2) no Party may be a class representative or class member or otherwise participate in any Class Action.

The arbitration shall be administered by the American Arbitration Association (“AAA”). The arbitration shall be conducted pursuant to the AAA Consumer Arbitration Rules (the “Code”). Information on AAA and a copy of the Code may be found at the following URL: American Arbitration Association, www.adr.org. The arbitration will be governed by federal substantive law and the substantive and procedural provisions of the Federal Arbitration Act (“Act”), 9 U.S.C. §§ 1-16. If federal substantive law holds that state law should apply to any issue relating to the arbitration, then the law of the state where You purchased the Contract shall apply, without regards to conflicts of law. The arbitration will occur before a single, neutral arbitrator selected in accordance with the Code in effect at the time the arbitration is commenced. If Your total damage claims (not including attorney’s fees) do not exceed \$25,000, then all Claims shall be resolved by the Code’s Procedures for the Resolution of Disputes through Document Submission, except that a Party may ask for a hearing or the arbitrator may decide that a hearing is necessary. If a hearing is held, You have a right to attend the arbitration hearing in person, and You may choose to have any arbitration hearing held in the county in which You live, the closest AAA location to Your residence, or via telephone. In the event that the specified arbitration forum is unavailable, the Parties may agree on a substitute arbitration forum. If the Parties cannot agree, a court of competent jurisdiction may appoint a substitute arbitration forum. For information about how to initiate arbitration with the AAA, the Parties may refer to the AAA Code and forms at www.adr.org. If You initiate arbitration with AAA, You must pay the AAA filing fee in an amount no greater than the fee You would have to pay if You filed a complaint in federal court. We will pay any remaining Costs of arbitration required by the Code (“Arbitration Costs”); however, if the arbitrator determines that any of Your claims are frivolous, You shall bear all of the Arbitration Costs. If We initiate arbitration against You, We will pay the AAA filing fee and the Arbitration Costs. Each party will pay his/her/its own attorney’s fees, as well as costs relating to proof and witnesses, regardless of who prevails, unless applicable law and/or the Code gives a party the right to recover any of those fees from the other party. An arbitration award may not be set aside except upon the limited circumstances set forth in the Federal Arbitration Act. An award in arbitration will be enforceable under the Federal Arbitration Act by any court having jurisdiction. The time for commencing an arbitration asserting any Claim shall be determined by reference to the applicable statute(s) of limitations, including the applicable rules governing the commencement of the limitations period, and a Claim in arbitration is barred to the same extent it would be barred if it were asserted in court of law or equity rather than in arbitration.

If any portion of this Arbitration Agreement is deemed invalid or unenforceable, all the remaining portions of this Arbitration Agreement shall nevertheless remain valid and enforceable, provided, however, that if any portion of the Class Action Waiver is deemed invalid or unenforceable, then this Arbitration Agreement shall be invalidated and unenforceable in its entirety. In the event of a conflict or inconsistency between this Arbitration Agreement and Class Action Waiver and the other provisions of this Contract 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 CONTRACT (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: 13801 Riverport Drive, Suite 400, Maryland Heights, MO 63043-0010 Attn: Legal You must include in Your opt out notice: (a) Your name and address; (b) the date You purchased Your Contract; and (c) the Seller. If You properly and timely opt out, then all Claims will be resolved in court rather than arbitration.

SPECIAL STATE DISCLOSURES AND REQUIREMENTS

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

ALABAMA: CANCELLATION section is modified as follows: The **Contract Holder** may cancel this **Contract** within thirty (30) days of the **Contract** Purchase Date, and receive a full refund of the total **Contract** Purchase Price, less any claims paid. The **Contract Holder** may cancel this **Contract** after thirty (30) days and receive a pro-rata refund of the total **Contract** Purchase Price based on the greater of the days in force or the miles driven compared to the total **Contract Term**, less the applicable cancellation fee. A cancellation fee not to exceed twenty-five dollars (\$25.00) will be charged for cancellations occurring after thirty (30) days. No cancellation fee will be charged if **We** cancel **Your Contract**. The **Term** of this **Contract** for cancellation purposes will be based on the **Vehicle** Purchase Date and the **Vehicle** mileage on such date. Refunds issued hereunder shall be issued less the value of any services received by the **Contract Holder** (including claims paid). A ten percent (10%) penalty per month shall be added to a refund not paid or credited within forty-five (45) days after return of the **Contract** and upon receipt of the **Administrator**. If a refund is owed, the refund will be paid or credited within thirty (30) days from the date the **Obligor** or **Seller** receive notice of cancellation from the **Contract Holder**. The **Contract** will be governed under the laws of the State of Alabama.

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 and Financial Institutions, Consumer Protection Division, 100 N. 15th Ave., Suite 261, Phoenix, AZ 85007, Tel: (602) 364-2499; www.difi.az.gov. CANCELLATION section is modified as follows: The cancellation fee may not exceed ten (10%) percent of the amount paid by the **Contract Holder** or fifty dollars (\$50), whichever is less.

We may cancel this **Contract** if **Your Vehicle** is found to be modified by **You** in a manner not recommended by the manufacturer after the **Contract** Purchase Date, or **Your Vehicle** is found to be used for **Commercial Use**. **We** may cancel this **Contract** for non-payment of the **Contract** Purchase Price, or for **Your** misrepresentation in the submission of a claim. In the event of cancellation, **You** will not be charged for claims paid or repair service fees. **We** may not exclude preexisting conditions if such conditions were known or should reasonably have been known by **Us** or the person selling the **Contract** on **Our** behalf. This **Contract** will not be cancelled for misrepresentation by the company or the **Seller** of this **Contract**.

ALASKA: CANCELLATION section is modified as follows: The time period for a full refund is amended to be ten (10) days from the **Contract** Purchase Date 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 of the unearned **Contract** Purchase Price shall be added to any refund owed that is not paid within forty-five (45) days. If the **Contract Holder** cancels after thirty (30) days, a pro-rata refund of the total **Contract Purchase Price** based on the greater of the days in force or the miles driven compared to the total **Contract Term**, less the applicable cancellation fee in the amount of fifty (\$50.00) dollars or 7.5% of the unearned **Contract** Purchase Price, whichever is less.

The **Term** of this **Contract** for cancellation purposes will be based on the date of purchase of the **Vehicle** and the **Vehicle** mileage on such date. Refunds hereunder shall be issued less the value of any services received by the **Contract Holder** (including claims paid.)

We may only cancel this **Contract** for the following reasons: (1) **Your** nonpayment of the **Contract** Purchase 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 **Contract** or pursuing a claim under the **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 **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 **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 (5) days prior to cancellation, unless the reason for cancellation is nonpayment or a material misrepresentation. A ten percent (10%) per month penalty of the unearned **Contract** Purchase Price shall be added to any refund owed that is not paid within forty-five (45) days.

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

FILING A CLAIM section is amended as follows: No claim will be denied for timeliness unless the late reporting prejudiced the **Service Contract Provider**.

CONTRACT GENERAL PROVISIONS section is amended as follows: If more than one warranty or insurance policy can be applied to a claim, coverage under this **Contract** shall be excess over all other such coverage(s), whether collectible or not.

FINANCIAL CONTRACTS section is amended as follows: If **We** cancel this **Contract**, **We** shall refund **You** the prorated unearned provider fee, less any claims paid, within forty-five (45) days.

The Insurance Statement is amended as follows: If, within 30 days, **We** have not paid an authorized claim, provided **You** with a refund, or if **You** are otherwise dissatisfied, or **We** are no longer a going concern, become insolvent or are otherwise financially impaired, **You** are entitled under state law to make a claim directly to the Insurer by contacting the Insurer at the address or phone number listed above.

DISPUTE RESOLUTION/ARBITRATION AND CLASS ACTION WAIVER - is deleted in its entirety and replaced with: If **You** and the **Administrator/Obligor** fail to agree on the amount of a covered first party loss, either may make written demand upon the other to submit the dispute for appraisal. Within ten (10) days of the written demand, each party must notify the other of the appraiser each has selected. The two appraisers will promptly choose a competent and impartial umpire. Not later than fifteen (15) days after the umpire has been chosen, unless the time period is extended by the umpire, each appraiser will separately state, in writing, the amount of the loss. If the appraisers submit a written report of Agreement on the amount of the loss, the agreed amount will be binding. If the appraisers fail to agree, the appraisers will promptly submit their differences to the umpire. A decision agreed to by one of the appraisers and the umpire will be binding. All expenses and fees, not including counsel or adjuster fees, incurred because of the appraisal shall be paid, as determined by the umpire. Except as specifically provided, nothing in this section is intended to or shall in any manner limit or restrict **Your** rights or the rights of the **Administrator/Obligor**. This Agreement will provide coverage if **Your Vehicle** is used for snow removal, provided it is properly equipped for such use and is not used commercially.

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

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

CONNECTICUT: CANCELLATION section is modified as follows: **You** may cancel this **Contract** at any time for any reason by submitting a written request to the **Administrator** or **Seller** containing a copy of **Your Contract**.

Under Regulations of Connecticut State Agencies 42-260-3, **We** are required to make reasonable efforts with **You** to resolve disputes regarding this **Contract**. If **You** and **Us** cannot reach an **Contract**, **You** may file a written complaint with the State of Connecticut, Insurance Department, P.O. Box 816, Hartford, CT 06142- 0816, Attention: Consumer Affairs. If the **Contract** period is less than one (1) year, the coverage is automatically extended if the product is being repaired when the **Contract** expires. In-home service is not provided.

FLORIDA: CANCELLATION section is modified as follows: **You** may cancel this **Contract** by submitting a written request to the **Administrator** or **Seller** containing a copy of **Your Contract**. During the first sixty (60) days from the **Contract** Purchase Date, **We** or the **Seller** will refund **You** one hundred percent (100%) of the **Contract** Purchase Price, less any claims paid on **Your Contract**. After the first sixty (60) days from the **Contract** Purchase Date, **We** or the **Seller** will refund **You** a pro rata amount of the **Contract** Purchase Price, based on the months remaining, less a fifty-dollar (\$50) cancellation fee or ten percent (10%) of the unearned pro rata premium, whichever is less. If a refund is owed, the refund will be paid or credited within thirty (30) days from the date the **Obligor** or **Seller** receive notice of cancellation from the **Contract Holder**. **We** may cancel this **Contract** during the first sixty (60) days of the **Contract** Purchase Date for any reason. After sixty (60) days, **We** may cancel this **Contract** for material misrepresentation or fraud at time of sale or for non-payment of **Contract** Purchase Price. If **We** cancel this **Contract**, **We** or the **Seller** will refund **You** one hundred percent (100%) of the **Contract** Purchase Price, less any claims paid on **Your Contract**. If **We** cancel this **Contract** for non- payment of the **Contract** Purchase Price by **You**, **We** shall provide **You** notice of cancellation by certified mail. If **Your Contract** 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 **Contract**. The rights under this **Contract** are transferred to the **Lienholder** and the **Lienholder** is also entitled to any refund. The lienholder, if any, will be named on a cancellation refund check as their interest may appear. If **We** cancel this **Contract** and a refund is owed, the refund will be paid or credited within thirty (30) days from the effective date of the cancellation.

TRANSFER FEE: The transfer fee is forty dollars (\$40).

The **Contract** Purchase Price charged for this **Contract** is not subject to regulation by the Florida Office of Insurance Regulation.

This **Contract** is amended to include: At the sole discretion of the **Administrator**, replacement may be made with new, remanufactured, non-OEM or used parts, which are of a like kind and quality comparable with the original design specifications and wear tolerances of **Your Vehicle**.

The Opt-Out instructions are modified as follows: To opt out, **You** must send written notice to either: (1) 10751 Deerwood Park Blvd., Suite 200, Jacksonville, FL 32256, Attn: Legal or (2) legal@fortegra.com, with the subject line, "Arbitration Opt Out." **You** must include in **Your** opt out notice: (a) **Your** name and address; (b) the date **You** purchased **Your Contract**; and (c) the Seller. If **You** properly and timely opt out, then all Claims will be resolved in court rather than arbitration.

Privacy Policy is modified as follows: **Privacy Policy: It is Our policy to respect the privacy of Our customers. For information on Our privacy practices, please review Our privacy policy at www.fortegra.com.**

GEORGIA: *The DISPUTE RESOLUTION/ARBITRATION CONTRACT AND CLASS ACTION WAIVER section is deleted in its entirety.* CANCELLATION section is modified as follows: If **You** cancel the **Contract** within thirty (30) days of the **Contract** Purchase Date, the cancellation fee will not be charged. After thirty (30) days, the cancellation fee can be no more than ten percent (10%) of the pro-rata refund amount or fifty dollars (\$50), whichever is less. If **You** have cancelled this **Contract** and have not received the refund from **Us** or the **Administrator** within sixty (60) days of such cancellation, **You** may contact the Insurance Company identified in the **OBLIGATIONS** section of this **Contract**. In the event of cancellation, **You** will not be charged for claims paid or repair service fees. For cancellations by **You** within thirty (30) days of the **Contract** Purchase Date in which no claims have been filed, a ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within forty-five (45) after **We** receive the cancellation request.

We may cancel this **Contract** for non-payment of the **Contract** Purchase Price for material misrepresentation, or for fraud and no cancellation fee will be charged. The cancellation shall be in writing and shall not be less than thirty (30) days from the date of mailing or delivery in person of such notice of cancellation. If this **Contract** is cancelled after the first thirty (30) days or a claim has been filed, **We** will refund an amount of the **Contract** Purchase Price according to the pro-rata method reflecting the greater of the days in force or the miles driven based on the **Term** of the plan selected and the date **Contract** Purchase Date.

Pre-existing conditions known to **You** are not covered, including any covered part that was broken, worn beyond serviceable limits, or making noise at the time of purchase, or any component or system that was not functioning properly upon the first attempt to operate.

The funding party and lienholder may only cancel for nonpayment in the event of total loss or repossession of the **Vehicle**. Thirty (30) days and one thousand (1,000) miles will be added to the end of the contract term.

EXCLUSIONS, the 4th bullet point is amended to read: A Breakdown if the information provided by **You**, cannot be verified as accurate or is found to be deceptively inaccurate. The 12th bullet point is amended to read: A Breakdown resulting from carbon, 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. The 16th bullet point is amended to read: Modified vehicles are not eligible for coverage if the modification(s) were made by You or with Your knowledge unless the modifications recommended and approved by the manufacturer.

HAWAII: CANCELLATION section is modified as follows: 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 five (5) days prior to the cancellation effective date stating the reason for cancellation and effective date of the cancellation. A notice will not be provided if cancellation is for nonpayment, material misrepresentation, or a substantial breach of duties by **You** relating to the **Vehicle** or its use.

IDAHO: CANCELLATION section is modified as follows: Claims paid will not be deducted from **Your** cancellation refund amount.

If **You** are in need of emergency repairs and are unable to contact **Us** for prior authorization, then **You** may take **Your Vehicle** to any state licensed **Repair Facility** to have the repairs performed prior to authorization by **Us**. In such a case, **You** must contact **Us** as soon as possible to file a claim. Failure to obtain prior authorization from **Us** prior to the performance of a repair will not invalidate a covered claim if **You** show that it was not reasonably possible to do so. Coverage afforded under this **Contract** is not guaranteed by the Idaho Insurance Guarantee Association.

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

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

Your Contract is amended to include: **Normal wear and tear is covered except where excluded in COMPONENTS, EXPENSES, AND VEHICLES NOT COVERED.**

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

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

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

If **We** cancel this **Contract**, written notice of such cancellation will be mailed to **You** at least fifteen (15) days prior to the date of cancellation. In the event of cancellation by the **Obligor**, notice of cancellation will state the effective date of cancellation and the reason for the cancellation.

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

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

KENTUCKY: Transfer fee and Cancellation fee are not applicable.

LOUISIANA: CANCELLATION section is modified as follows: A ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within forty-five (45) days after return of the **Contract to Us**.

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

This **Contract** is not regulated by the Louisiana Department of Insurance.

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

The **ARBITRATION** section is voluntary and non-binding.

If **You** are in need of emergency repairs and are unable to contact **Us** for prior authorization, then **You** may take **Your Vehicle** to any state licensed **Repair Facility** to have the repairs performed prior to authorization by **Us**. In such a case, **You** must contact **Us** as soon as possible to open a claim file. Failure to obtain prior authorization from **Us** prior to the performance of a repair will not invalidate a covered claim if **You** show that it was not reasonably possible to do so.

MAINE: CANCELLATION section is modified as follows: The **Contract Holder** may cancel this **Contract** within thirty (30) days of the **Contract** Purchase Date, and receive a full refund of the total **Contract** Purchase Price plus any applicable sales tax, less any claims paid. The **Contract Holder** may cancel this **Contract** after thirty (30) days and receive a pro-rata

refund of the total **Contract** Purchase Price based on the greater of the days in force or the miles driven compared to the total **Contract Term**, less the applicable cancellation fee, in the amount of fifty dollars (\$50) or ten percent (10%) of the **Contract** Purchase price, whichever is less. The **Term** of this **Contract** for cancellation purposes will be based on the date of purchase of the **Vehicle** and the **Vehicle** mileage on such date. Refunds issued hereunder shall be issued less the value of any services received by the **Contract Holder** (including claims paid). If a refund is owed, the refund will be paid or credited within thirty (30) days from the date the **Obligor** or **Seller** receives notice of the request to cancel from the **Contract Holder**. A ten percent (10%) penalty per month must be added to a refund that is not paid or credited within forty-five (45) days after return of the **Contract** to **Us**.

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

If the **Obligor** fails to pay or provide service on a claim, including any claim for the return of the unearned portion of the **Contract** Purchase Price, 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 listed in the **OBLIGATIONS** section of this **Contract**.

The ARBITRATION section is amended as follows: Arbitration is permitted which is entered by mutual consent and takes place in the Maine County in which the contract was issued for delivery. No condition, stipulation, or agreements in a contract shall deprive the Courts of this State of jurisdiction.

MARYLAND: CANCELLATION section is modified as follows: If **You** are the original **Contract Holder** and **You** cancel this **Contract** within thirty (30) days of the original **Contract** Purchase Date, a full refund will be issued, less any claims paid. If **You** cancel this **Contract** after thirty (30) days, **You** will receive a pro-rata refund of the total **Contract** Purchase Price based on the greater of the days in force or the miles driven compared to the total **Contract Term**. The **Term** of this **Contract** for cancellation purposes will be based on the date of purchase of the **Vehicle** and the **Vehicle** mileage on such date. Refunds hereunder shall be issued less the value of any services received by the **Contract Holder** (including claims paid). The cancellation fee does not apply in Maryland. A ten percent (10%) penalty per month of the **Contract** Purchase Price shall be added to a refund that is not paid within forty-five (45) days of return of this **Contract** to **Us**. If a refund is owed, the refund will be paid or credited within thirty (30) days from the date the **Obligor** or **Seller** receive notice of cancellation from the **CONTRACT HOLDER**.

After forty-five (45) days, **We** cannot cancel this **Contract** except, when there exists:

(1) a material misrepresentation or fraud at the time of sale of the **Contract**; (2) a matter or issue related to the risk that constitutes a threat to public safety; (3) a change in the condition of the risk that results in an increase in the hazard insured against; (4) for non-payment of the **Contract** Purchase Price; or (5) due to the revocation or suspension of the driver's license or motor vehicle registration of the named insured or covered driver under the policy and for reasons related to the driving record of the named insured or covered driver.

The transfer fee does not apply in Maryland.

The cost of tear down and diagnostics are included with loss covered by this **Contract**.

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

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

Pursuant to Maryland Commercial Law Article §14-407(d)(1), If the guarantor or provider breaches any duties under this subtitle, the person guaranteed may file an action in any court of competent jurisdiction.

MINNESOTA: CANCELLATION section is modified 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 **Contract** to the **Administrator**.

If **We** cancel the **Contract**, written notice of such cancellation will be mailed to **You** fifteen (15) days prior to date of cancellation and will state the effective date and the reason for cancellation; five (5) days written notice will be mailed to **You** for non-payment of the **Contract** Purchase Price, material misrepresentation or substantial breach of duties by **You**

MISSISSIPPI: CANCELLATION section is modified as follows: Cancellation fee may not exceed ten percent (10%) of the **Contract** Purchase Price paid by **You**. 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 **Contract** to **Us**.

If **We** cancel the **Contract**, 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 the **Contract** Purchase Price, material misrepresentation, or substantial breach of duties by the **Contract Holder** relating to the **Vehicle** or its use. If **We** cancel this **Contract** within the first thirty (30) days of the **Contract** Purchase Date, a full refund of the **Contract** Purchase Price will be issued, less any claims paid. After thirty (30) days, a pro-rata refund of the total **Contract** Purchase Price based on the greater of the days in force or the miles driven compared to the total **Contract Term** will be issued less the amount of any claims paid. This **Contract** is not supported by a manufacturer or distributor.

IMPORTANT NOTICE ABOUT **YOUR** COVERAGE:

- 1.) This **Contract** includes a binding **ARBITRATION Contract**.
- 2.) The **ARBITRATION Contract** requires that any dispute related to **Your** coverage must be resolved by Arbitration and not in a court of law.

- 3.) The results of the Arbitration are final and binding on **You** and **Us**.
4.) In an Arbitration, one or more arbitrators, who are independent, neutral decision makers, render a decision after hearing the positions. 5.) When **You** become an **Contract Holder** under this **Contract**, **You** must resolve any dispute related to the **Contract** by binding arbitration instead of a trial in court, including a trial by jury.
6.) Binding arbitration generally takes the place of resolving disputes by a judge and jury.
7.) Should **You** need additional information regarding the binding arbitration provision in the **Contract**, **You** may contact (800) 888-2738.

MISSOURI: CANCELLATION section is modified as follows: If the **Contract Holder** cancels within thirty (30) days of the **Contract** Purchase Date, and a claim has been made, a full refund of the total **Contract** Purchase Price will be made less any claims that have been paid. If the **Contract Holder** cancels within the first thirty (30) days of the **Contract** 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 **Contract** to **Us**. The applicable free-look time period on this **Contract** shall only apply to the original **Contract Holder**. If the **Contract Holder** cancels the **Contract**, written notice of such cancellation will be delivered to the **Contract Holder** by registered mail within forty-five (45) days of the date of termination. The cancellation fee is fifty dollars (\$50).

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

For reimbursements for EMERGENCY REPAIRS please call **Our** Claims Department at (800) 242-7316 on the next normal business day during business hours for instructions.

MONTANA: CANCELLATION section is modified as follows: 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.

KEY REPAIR / REPLACEMENT is amended as follows: Coverage under this **Contract** is not permitted to Montana residents.

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

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

NEVADA: CANCELLATION section is modified as follows: **You** may cancel this **Contract** by submitting a written request to the **Administrator** or **Seller** containing a copy of **Your Contract** and the current mileage on **Your Vehicle**. During the first thirty (30) days from the **Contract** Purchase Date, **We** or the **Seller** will refund **You** one hundred percent (100%) of the **Contract** Purchase Price. After the first thirty (30) days from the **Contract** Purchase Date, **We** will refund **You** a pro-rated amount of the **Contract** Purchase Price, less a twenty-five dollar (\$25) cancellation fee, within forty-five (45) days after the **Contract** 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 **Contract** to **Us**. If a refund is owed, the refund will be paid or credited within thirty (30) days from the date the **Obligor** or **Seller** receive notice of cancellation from the **Contract Holder**.

We may cancel this **Contract** during the first thirty (30) days of the **Contract** Purchase Date for any reason. After thirty (30) days, **We** may cancel this **Contract** for material misrepresentation or fraud by **You** at time of sale or non-payment of **Contract** Purchase Price by **You**. If **We** cancel this **Contract**, **We** or the **Seller** will refund **You** one hundred percent (100%) of the **Contract** Purchase Price. No claims paid on **Your Contract** will ever be deducted from any refund issued pursuant to this **Contract** in Nevada. If **We** cancel this **Contract**, no cancellation will become effective until at least fifteen (15) days after the notice of cancellation is mailed to **You**. If **Your Contract** is financed, the lender has the right to receive only that portion of the refund still owed to the lender. In either case, no cancellation will become effective until at least fifteen (15) days after the notice of cancellation is mailed to **You**. If **We** cancels this **Contract** and a refund is owed, the refund will be paid or credited within thirty (30) days from the effective date of the cancellation.

Transfer fee may not exceed twenty-five (\$25) dollars.

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

NEW HAMPSHIRE: Deduction of claims are not permitted. CANCELLATION section is modified as follows: Any cancellation fee does not exceed the lesser of 10% of the **Contract** purchase price or \$50. **Contracts** with a duration of 12+ months are earned pro rata.

If **You** have any questions regarding this **Contract**, **You** may contact **Us** by mail or by phone. Refer to the front of this **Contract** for **Our** address and toll-free number. In the event **You** do not receive satisfaction under this **Contract**, **You** may contact the New Hampshire Insurance Department at the following address: NH Insurance Department, 21 Fruit Street, Suite 14, Concord, New Hampshire 03301 (603) 271-2261 or (800) 852-3416. The **ARBITRATION** is subject to N.H. Rev. Stat. 542.

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

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

The product being offered is a service contract and is separate and distinct from any product or service warranty which may be provided by the manufacturer, importer, or seller.

NEW MEXICO: CANCELLATION section is modified as follows: If the **Contract Holder's** refund is not returned within sixty (60) days of return of this **Contract** to **Us**, a ten percent (10%) penalty of the purchase price, for each thirty (30)-day period or portion thereof that the refund remains unpaid will be added to the refund. If the **Contract Holder** cancels this **Contract** thirty (30) days after the **Contract** Purchase Date, a refund of 100% of the unearned pro rata **Contract** Purchase Price will be provided, less a cancellation fee of \$50.00 or ten percent (10%) of the **Contract** Purchase Price, whichever is less, and less any claims paid. The right to void this **Contract** is not transferable and applies to only the original **Contract Holder**.

No **Contract** that has been in effect for at least sixty (60) days will be cancelled by **Us** before the expiration of the agreed term of one (1) year after the **Contract** Purchase Date, except on any of the following grounds: **Your** failure to pay an amount when due; **You** are convicted of a crime that results in an increase in the service required under the **Contract**; Discovery of fraud or material misrepresentation by **You** in obtaining the **Contract** or in presenting a claim for service there under; or Discovery of either of the following if it occurred after the **Contract** Purchase Date and substantially and materially increased the service required under the **Contract**: a) An act or omission by **You**; or b) **Your** violation of any condition of the **Contract**. If **We** cancel the **Contract**, notice of such cancellation will be delivered to **You** by registered mail fifteen (15) days prior to cancellation. The notice of cancellation will state the reason for cancellation and will include any reimbursement required. The cancellation will be effective as of the date of termination as stated in the notice of cancellation.

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

ANY PERSON WHO KNOWINGLY PRESENTS A FALSE OR FRAUDULENT CLAIM FOR PAYMENT OF A LOSS OR BENEFIT OR KNOWINGLY PRESENTS FALSE INFORMATION IN AN APPLICATION FOR INSURANCE IS GUILTY OF A CRIME AND MAY BE SUBJECT TO CIVIL FINES AND CRIMINAL PENALTIES.

NEW YORK: CANCELLATION section is modified as follows: If this **Contract** is originally delivered to **You** by mail, **You** may cancel this **Contract** within thirty (30) days after the **Contract** was mailed to **You** and receive a full refund of the **Contract** Purchase Price provided no claim has been made under the **Contract**. If a full refund is due to **You** under this **Contract**, 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 **Contract** to **Us**.

If the **Obligor** cancels, a notice of cancellation will be sent to the **Contract Holder**, which will include the effective date of the cancellation and the reason for the cancellation. The **Obligor** will mail a notice of cancellation to the **Contract Holder** at least fifteen (15) days prior to cancellation.

If **You** are in need of emergency repairs and are unable to contact **Us** for prior authorization, then **You** may take **Your Vehicle** to any state licensed **Repair Facility** to have the repairs performed prior to authorization by **Us**. In such case, **You** must contact **Us** as soon as possible to open a claim file. Failure to obtain prior authorization from **Us** prior to the performance of a repair will not invalidate a covered claim if **You** show that it was not reasonably possible to do so. Additionally, failure to furnish **Us** with copies of repair orders and other requested receipts or documents within thirty (30) days of the repair will not invalidate a covered claim if **You** show that it was not reasonably possible to do so.

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

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

This Contract is amended to include: At the sole discretion of the Administrator, replacement may be made with new, remanufactured, non-OEM or used parts, which are of a like kind and quality comparable with the original design specifications and wear tolerances of Your Vehicle.

NORTH CAROLINA: CANCELLATION section is modified as follows: a fifty-dollar (\$50) cancellation fee or ten percent (10%) of the pro- rata refund amount, whichever is less, is applicable.

We may only cancel this **Contract** for non-payment of the **Contract** Purchase Price or for a direct violation of the **Contract** by **You**.

OHIO: CANCELLATION section is modified as follows: In the event **You** cancel the **Contract** and no refund is received, **You** may contact the insurance company indicated in the **OBLIGATIONS** section of this **Contract** for **Your** refund. This **Contract** is not an insurance policy and is not subject to the insurance laws of this state.

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

OKLAHOMA: CANCELLATION section is modified as follows: **You** may cancel this **Contract** by submitting a written request to the **Administrator** or **Seller** containing a copy of **Your Contract**. If **You** cancel during the first thirty (30) days from the **Contract** Purchase Date, and no claim has been authorized or paid, **We** or the **Seller** will refund **You** one hundred percent (100%) of the **Contract** Purchase Price. After the first thirty (30) days from the **Contract** Purchase Date, or if a claim was made within the first thirty (30) days, **We** or the **Seller** shall provide a refund of one hundred percent (100%) of the unearned pro-rata premium, less the cost of service provided under this **Contract** and less a cancellation fee of 10% of the unearned pro rata premium or fifty dollars (\$50), whichever is less. If a refund is owed, the refund will be paid or credited within thirty (30) days from the date the **Obligor** or **Seller** receive notice of cancellation from the **Contract Holder**.

We may cancel this **Contract** during the first thirty (30) days of the **Contract** 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 **Contract** Purchase Price. If **We** cancel this **Contract**, **We** or the **Seller** will refund **You** one hundred percent (100%) of the **Contract** Purchase Price, less the cost of service provided under this **Contract**. If **Your Contract** 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 **Contract**.

Oklahoma service warranty statutes do not apply to **Commercial Use** references in service warranty **Contracts**.

Coverage afforded under this **Contract** is not guaranteed by the Oklahoma Insurance Guaranty Association. Oklahoma Service Warranty License# 44194686.

The **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.

Privacy Policy is modified as follows: **Privacy Policy: It is Our policy to respect the privacy of Our customers. For information on Our privacy practices, please review Our privacy policy at www.fortegra.com.**

The Opt-Out instructions are modified as follows: To opt out, **You** must send written notice to either: (1) 10751 Deerwood Park Blvd., Suite 200, Jacksonville, FL 32256, Attn: Legal or (2) legal@fortegra.com, with the subject line, "Arbitration Opt Out." **You** must include in **Your** opt out notice: (a) **Your** name and address; (b) the date **You** purchased **Your Contract**; and (c) the Seller. If **You** properly and timely opt out, then all Claims will be resolved in court rather than arbitration.

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

For reimbursements for EMERGENCY REPAIRS please call **Our** Claims Department at (800) 242-7316 on the next normal business day during business hours for instructions.

ROADSIDE ASSISTANCE is amended by deleting the following from the list of non-included benefits: Coverage shall 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.

The **ARBITRATION** section is not applicable for Oregon.

RHODE ISLAND: Section 31-5.4 of Rhode Island General Business Law requires an automobile dealer to provide a warranty covering certain classes of used motor vehicles as follows: Used vehicles with 36,000 miles or less at the time of sale; Provides coverage for ninety (90) days or 4,000 miles, whichever occurs first. Used vehicles with more than 36,000 miles but less than 100,000 miles at the time of sale Provides coverage for thirty (30) days or 1,000 miles, whichever occurs first. The **Vehicle** **You** have purchased may be covered by this law. If so, the following is added to this **Contract**: In addition to the dealer warranty required by this law, **You** have elected to purchase this **Contract**, which may provide **You** with additional protection during the dealer warranty period and provides protection after the dealer warranty has expired. **You** have been charged separately only for this **Contract**. The required dealer warranty is provided free of charge. Furthermore, the definitions, Coverages and exclusions stated in this **Contract** apply only to this **Contract** and are not the terms of the required dealer warranty.

SOUTH CAROLINA: CANCELLATION section is modified 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 **Contract** to **Us**.

If **We** cancel this **Contract** for any reason, **We** will mail written notice to **You** at least fifteen (15) days prior to cancellation by **Us**. The notice of cancellation will state the effective date and reason for the cancellation. The lienholder, if any, will be named on a cancellation refund check as their interest may appear. If **You** have any questions regarding this Agreement, or a complaint against **Us**, **You** may contact the South Carolina Department of Insurance, Capital Center, 1201 Main Street, Ste. 1000, Columbia, South Carolina 29201 or by phone at (800) 768-3467.

TEXAS: CANCELLATION section is modified as follows: If the **Contract** Holder cancels this **Contract** before the thirty-first (31) day of the **Contract** Purchase Date, the **Contract** Holder will receive a full refund of the total **Contract** Purchase Price. If a claim has been incurred before the thirty-first (31) day, the **Contract Holder** shall receive a full refund of the **Contract** Purchase Price less claims paid. If the **Contract Holder** cancels this **Contract** after the thirty-first (31) day, The **Contract Holder** will receive a pro-rata refund of the total **Contract** Purchase Price, based on the days in force compared to the total

Contract Term, less claims paid and the applicable cancellation fee in the amount of fifty dollars (\$50). The **Term** of this **Contract** for cancellation purposes will be based on the **Vehicle** Purchase Date. If a refund is owed, the refund will be paid or credited within thirty (30) days from the date the **Obligor** or **Seller** receive notice of cancellation from the **Contract Holder**. A ten percent (10%) penalty per month shall be added to a refund that is not made within forty- five (45) days after return of the **Contract** to **Us**.

If **We** cancel this **Contract** for any reason other than non-payment of the **Contract** Purchase Price or material misrepresentation by **You** to **Us**, We shall mail a written notice of cancellation to **You** at the last known address before the fifth (5th) day preceding the effective date of cancellation. The notice will state the effective date of cancellation and the reason for cancellation.

If a covered claim is not paid or a refund not provided within forty-five (45) days after **You** have filed proof of loss with **Us**, **You** may contact or file a claim directly with the insurance company listed in the Obligations section of this **Contract**.

If **You** have any questions regarding the regulation of this **Contract** 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.

UTAH: CANCELLATION section is modified as follows: This **Contract** may only be canceled by **Us** on grounds of: (1) material misrepresentation; (2) substantial change in risk; or (3) substantial breaches of contractual duties, conditions, or warranties. In general, if **We** cancel this **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 Agreement because **You** have defaulted in **Your** obligation to repay the amount financed by the lienholder, **We** will mail to **You** written notice of cancellation at least ten (10) days before the cancellation date.

Coverage provided under this **Contract** is not guaranteed by the Property and Casualty Guarantee Association. This **Contract** or warranty is subject limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department.

If **You** are in need of emergency repairs and are unable to contact **Us** for prior authorization, then **You** may take **Your Vehicle** to any state licensed **Repair Facility** to have the repairs performed prior to authorization by **Us**. In such a case, **You** must contact **Us** as soon as possible to open a claim file. Failure to obtain prior authorization from **Us** prior to the performance of a repair will not invalidate a covered claim if **You** show that it was not reasonably possible to do so. Additionally, failure to furnish **Us** with copies of repair orders and other requested receipts or documents within thirty (30) days of the repair will not invalidate a covered claim if **You** show that it was not reasonably possible to do so.

OBLIGATIONS is revised as follows: **This Agreement is not a contract of insurance.** The obligations of the **Obligor** are secured by an insurance policy issued by Lexington National Insurance Corporation, P.O. Box 6098, Lutherville, MD 21094, (888)888-2245, in all covered states. If, within 60 days, **We** have not paid an authorized claim, provided **You** with a refund, or if **You** are otherwise dissatisfied, or **We** are no longer a going concern, become insolvent or are otherwise financially impaired, **You** are entitled under state law to make a claim directly to the **Insurer** by contacting the **Insurer** at the address or phone number listed above. Please enclose a copy of your **Agreement** when sending correspondence to the **Insurer**. The **Insurer** and **Obligor** shall not be deemed to provide coverage and the **Insurer** or **Obligor** shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such coverage, payment of such claim or provision of such benefit would expose the **Insurer**, its parent company or its ultimate controlling entity to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the United States of America. Payment of this contract may be paid with cash, check or credit card by the contract holder or financed with the vehicle loan or lease.

THE **ARBITRATION** SECTION IS AMENDED AS FOLLOWS: ANY MATTER IN DISPUTE BETWEEN **YOU** AND **OBLIGOR** MAY BE SUBJECT TO ARBITRATION AS AN ALTERNATIVE TO COURT ACTION PURSUANT TO THE RULES OF (THE AMERICAN ARBITRATION ASSOCIATION OR OTHER RECOGNIZED ARBITRATOR), A COPY OF WHICH IS AVAILABLE ON REQUEST FROM **OBLIGOR**. ANY DECISION REACHED BY ARBITRATION SHALL BE BINDING UPON BOTH **YOU** AND **OBLIGOR**. THE ARBITRATION AWARD MAY INCLUDE ATTORNEY'S FEES, IF ALLOWED BY STATE LAW, AND MAY BE ENTERED AS A JUDGMENT IN ANY COURT OF PROPER JURISDICTION. The arbitrator shall be prohibited from awarding punitive, consequential, special, incidental, and exemplary damages. The arbitrator may award a party only its actual damages and the arbitrator may award equitable relief including injunctive relief. An arbitration award may not be set aside in later litigation except upon the limited circumstances set forth in the Federal Arbitration Act, 9 U.S.C. §1 et Seq. An award in arbitration will be enforceable under the Federal Arbitration Act by any court having jurisdiction.

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

VIRGINIA: 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-contractproviders.shtml to file a complaint.

WASHINGTON: CANCELLATION section is modified as follows: How **You** May Cancel This **Contract**: **You** may cancel this **Contract** by surrendering **Your** copy of this **Contract** with written notice to the **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 **Contract** within the first thirty (30) days and no claims have been filed, **We** will refund the entire **Contract** Purchase Price. A ten percent (10%) penalty shall be added to any refund that is not paid or credited within thirty (30) days after return of this **Contract** to the **Administrator** or to **Us**. If this **Contract** is canceled after the first thirty (30) days or a claim has been

filed, **We** will refund the unearned **Contract** Purchase Price to **You** calculated on a pro-rata basis. The refund will be equal to the lesser amount produced using either the number of days the **Contract** was in force or the number of miles the **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. If a refund is owed, the refund will be paid or credited within thirty (30) days from the date the **Obligor** or **Seller** receive notice of cancellation from the **Contract Holder**. In the event of cancellation, the lienholder identified on the **Schedule/Registration Page**, if any, will be named on a cancellation refund check as its interest may appear. If the **Vehicle** and this **Contract** have been financed, the lienholder shown on the **Schedule/Registration Page** may cancel this **Contract** for non-payment or if the **Vehicle** is declared a total loss or is repossessed. This right of cancellation does not confer ownership of this **Contract** to the lienholder or otherwise entitle the lienholder to performance under this **Contract**.

Our Right To Cancel This Contract: **We** may cancel this **Contract** based on one or more of the following reasons: (1) non-payment of the **Contract** Purchase Price; (2) a material misrepresentation made by **You**; or (3) a substantial breach of duties by **You** under the **Contract** relating to the **Vehicle** or its use. If this **Contract** is canceled by **Us** within thirty (30) days of the **Contract** Purchase Date, a full refund of the total **Contract** Purchase Price will be issued. If this **Contract** is cancelled by **Us** after thirty (30) days, a pro-rata refund of the total **Contract** Purchase Price based on the greater of the days in force or the miles driven compared to the total **Contract Term** will be issued. In the event of cancellation, the lienholder identified on the **Schedule/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 effective date and actual reason for cancellation and shall be mailed or delivered to **You** not less than twenty-one (21) days prior to the effective date of cancellation, where such cancellation is for non-payment of the **Contract** Purchase Price, or not less than forty-five (45) days prior to the effective date of cancellation, where such cancellation is for any other reason. **We** have only sixty (60) days from the date of the sale of the **Contract** to the **Contract Holder** to determine whether or not the **Vehicle** qualifies for the program. Except as set forth above, after sixty (60) days the **Vehicle** qualifies for the issued **Contract** and the **Obligor** may not cancel the **Contract** and is fully obligated under the terms of the **Contract** sold to the **Contract Holder**. If **We** cancel this **Contract** and a refund is owed, the refund will be paid or credited within thirty (30) days from the effective date of the cancellation.

Our performance under this Contract is insured by an insurance policy issued to **Us** by the insurance company listed in the **OBLIGATIONS** section of this **Contract**. **You** are entitled to apply directly to the reimbursement insurance company for payment or performance due under this **Contract**. If **You** cancel this **Contract**, **You** may apply for a refund with the insurance company. The warranty of merchantability on the **Vehicle** is not waived if the **Contract** was purchased within ninety (90) days of the purchase date of the **Vehicle**, and the provider or service contract seller also sold the covered **Vehicle**. The state of Washington is the jurisdiction for any civil action in connection with this **Contract**. The Warranty of merchantability on the **Vehicle** is not waived if the **Contract** was purchased within ninety (90) days of the purchase date of the **Vehicle**, and the provider or the service contract seller also sold the covered **Vehicle**.

If **You** are in need of emergency repairs and are unable to contact **Us** for prior authorization, then **You** may take **Your Vehicle** to any **Repair Facility** to have the repairs performed prior to authorization by **Us**. In such a case, **You** must contact **Us** as soon as possible to open a claim file. Failure to obtain prior authorization from **Us** prior to the performance of a repair will not invalidate a covered claim if **You** show that it was not reasonably possible to do so. Additionally, failure to furnish **Us** with copies of repair orders and other requested receipts or documents within thirty (30) days of the repair will not invalidate a covered claim if **You** show that it was not reasonably possible to do so.

The **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 **Contract**. Arbitration proceedings shall be held at a location in closest proximity to the service **Contract Holder's** permanent residence.

WASHINGTON D.C.: CANCELLATION section is modified as follows: If the **Contract Holder** cancels within the first thirty (30) days, a ten percent (10%) penalty per month shall be added to a refund not paid or credited within forty-five (45) days after return of the **Contract** and upon receipt of the **Administrator**. The cancellation fee may not exceed ten (10%) percent of the **Contract** Purchase Price or fifty dollars (\$50), whichever is less.

In the event of cancellation by the **Obligor**, the notice of cancellation will include the effective date of, and reason for, the cancellation.

This **Contract** is amended to include: At the sole discretion of the **Administrator**, replacement may be made with new, remanufactured, non-OEM or used parts, which are of a like kind and quality comparable with the original design specifications and wear tolerances of **Your Vehicle**.

WEST VIRGINIA: CANCELLATION section is modified as follows: The cancellation fee does not apply in West Virginia.

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

The **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.

WISCONSIN: CANCELLATION section is modified as follows: The **Contract Holder** may cancel this **Contract** for any reason within thirty (30) days of the **Contract** Purchase Date, or thirty (30) days from mailing if the **Contract** is provided to **You** by mail, and receive a full refund of the total Agreement Purchase price, less any claims paid or made. The Agreement **Holder** may cancel this **Contract** for any reason after thirty (30) days and receive a pro-rata refund of the total **Contract** purchase price less the cancellation fee. The cancellation fee may not exceed the lesser of fifty (\$50) dollars or 10% of the

amount paid by the **Contract Holder**. 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 **Contract** to the **Obligor** or **Administrator**.

We may only cancel this **Contract** for non-payment of the **Contract** Purchase Price, material misrepresentation by **You** to the **Obligor** or **Administrator**, or substantial breach of duties by **You** relating to the **Vehicle** or its use. **We** will mail a written notice to **You** at the last-known address that **We** have on record at least five (5) days prior to cancellation by **Us**. The written notice will state the effective date of the cancellation and the reason for the cancellation. If **We** cancel this **Contract** within thirty (30) days of the **Contract** Purchase Date, a full refund of the total **Contract** Purchase price will be issued. At any other time **We** will refund 100% of the unearned pro-rata **Contract** Purchase Price, based on the greater of the days in force or the miles driven compared to the total **Contract** term will be issued, less any claims paid. In the event of a total loss within thirty (30) days of the **Contract** Purchase Date of property covered by the **Contract** that is not covered by a replacement of the property pursuant to the terms of the **Contract**, an **Contract Holder** shall be entitled to cancel the **Contract** and receive a full refund of the total **Contract** Purchase price, less any claims paid. In the event of a total loss after thirty (30) days of the **Contract** Purchase Date of property covered by an **Contract** that is not covered by a replacement of the property pursuant to the terms of the **Contract**, an **Contract Holder** shall be entitled to cancel the **Contract** and receive a pro rata refund of any unearned provider fee less any claims paid. If a covered claim is not paid within sixty (60) days after an **Contract Holder** provides proof of loss, or if the **Obligor** becomes insolvent or otherwise financially impaired, the **Contract Holder** may file a claim directly with the insurance company, listed in the **OBLIGATIONS** section of this **Contract**, for reimbursement, payment, or provision of the service. **You** may file a claim directly with the insurance company. In the state of Wisconsin, preauthorization of repair work is required by **Us**. However, if extenuating circumstances prevent **You** from obtaining preauthorization, **We** will not deny a claim based solely on the lack of preauthorization. **We** have the right to subrogation collections, but only after **You** have been made whole and are fully compensated for damages. **THIS CONTRACT IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE.**

WYOMING: The **ARBITRATION** is deleted in its entirety.

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

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