



Declarations:

Powered By Drive America

CUSTOMER INFORMATION

CUSTOMER NAME	PHONE	EMAIL ADDRESS	
MAILING ADDRESS	CITY	STATE	ZIP CODE

DEALERSHIP INFORMATION

DEALERSHIP NAME	PHONE	EMAIL ADDRESS	
MAILING ADDRESS	CITY	STATE	ZIP CODE

VEHICLE INFORMATION

YEAR	MAKE	MODEL
VIN # (must be 17 digits)	CURRENT ODOMETER READING	

LIENHOLDER INFORMATION

LIENHOLDER NAME		PHONE	
ADDRESS	CITY	STATE	ZIP

MEMBERSHIP AGREEMENT TERMS

MEMBERSHIP NUMBER	EFFECTIVE DATE	EXPIRATION DATE
DRIVE AMERICA PROGRAM LEVEL DA SELECT ROADSIDE PLUS MAINTENANCE	AGREEMENT PRICE	

APPLICANT'S ACKNOWLEDGMENT

The undersigned purchaser of this Agreement has read the entire Agreement. The Declarations Section identifies the customer information, dealership information, vehicle information and membership terms, and is accurate according to the vehicle purchased. The specific membership benefits are identified in the "Coverage Details" Section of the agreement you received. FOR REQUIREMENTS AND/OR DISCLOSURES THAT APPLY SPECIFICALLY TO YOU, PLEASE REVIEW THE "SPECIAL STATE REQUIREMENTS" SECTION OF THIS AGREEMENT. Purchase of this Agreement is not required in order to purchase or lease a vehicle or obtain vehicle financing.

SPECIAL STATE REQUIREMENTS SUPERCEDE ANY AND ALL APPLICABLE PORTIONS OF THE APPLICANT'S ACKNOWLEDGEMENT SECTION OF THIS AGREEMENT.

My signature below means that I have reviewed and understand the time limitations, coverage, requirements, and exclusions, and that the repair of non-covered components is excluded from coverage. I have reviewed all the coverage and options available. I hereby declare that I have received the Agreement and the above information is correct. I UNDERSTAND THAT THE AGREEMENT WILL BE BETWEEN CT AUTO CLUB AND APPLICANT.

CUSTOMER SIGNATURE _____ DATE _____

SELLER AUTHORIZED SIGNATURE & TITLE _____ DATE _____

MEMBERSHIP TERMS AND CONDITIONS

WELCOME! Drive America Select Auto Club Program has arranged for CT Auto Club, Inc., to bring you the best in roadside assistance services. We are dedicated to keeping you, our valued member, on the road – safe, secure and smiling. This document outlines the benefits of your program.

I. MEMBERSHIP SERVICES AND INFORMATION:

For all questions on Member Benefits and Services, call us toll-free, 24 hours a day at **(800) 289-1409** or write us at **Member Services, P.O. Box 830008, Miami, FL., 33283.**

II. OUR SERVICE PLEDGE:

We pledge to provide courteous, friendly service to you 24 hours a day, seven days a week, every day of the year. We are here to provide a friendly, helping hand when you experience a roadside incident anywhere in the USA. We are here to provide prompt dispatch of professional roadside service – to back you up in an emergency and to do our best to make your next roadside emergency as stress-free as possible. We are also at your service to answer your questions about the many money-saving discounts that come with your Membership in Drive America Select.

IMPORTANT NOTICE!

This member document represents your agreement with CT Auto Club, Inc., for benefits and services. All of these benefits are available in the United States, and available in Canada. The following disclaimers apply to this agreement:

- A. This is not an insurance contract.
- B. This is not an automobile liability contract.
- C. This is not an automobile liability or physical damage insurance contract and does not comply with any financial responsibility laws.

III. MEMBERSHIP AGREEMENT:

- A. You will not be required to pay any sum in addition to your membership fee, if applicable, or any service unless specified.
- B. Your Club membership begins on the date you are enrolled, and services will continue for the purchased term, unless cancelled by either You or CT Auto Club in accordance with these terms and conditions. This membership is not transferrable.
- C. This Membership Document and your Membership Card, if applicable, constitute your Membership Contract. Full details of the nature and scope of your membership are described in the Membership Document.
- D. Services provided must be a Covered service under these Terms and Conditions as described below and will be provided to the Covered Vehicle on file.
- A. **NOTE: THERE IS A SEVENTY-TWO (72) HOUR WAITING PERIOD AFTER YOU ENROLL IN THE PROGRAM BEFORE THE MAXIMUM ONE HUNDRED TWENTY-FIVE DOLLARS (\$125) PER OCCURRENCE FOR EMERGENCY ROADSIDE ASSISTANCE SERVICE CAN BE USED.** During this waiting period, We can provide roadside assistance service to Your Covered Vehicle using Our pre-negotiated commercial rates with CT Auto Club's contracted service provider(s); however, You will be responsible for paying the service provider(s) directly in full for the service(s) received. Your Membership must be active, and You must contact CT Auto Club's 24-hour, toll-free number to have an authorized network service provider dispatched to assist You. To obtain a reimbursement, see "Reimbursement Procedures" section.

NOTE: As part of our continuing effort to maintain high-quality service to our members, telephone calls between our employees and our members are periodically monitored or recorded on a random basis by our supervisory personnel. We also collect information through GPS from your cell phone to find the approximate location of your vehicle for our service providers when you use your cell phone to call for roadside assistance. By accepting our services, you have indicated that you understand this and give your consent to any such monitoring or recording regarding any telephone calls you may have with us and for our use of GPS from your cell phone to help identify your vehicle's location.

IV. SUMMARY OF BENEFITS:

- B. **EMERGENCY TOWING TO ANY DESTINATION YOU SELECT** – As a Drive America member, you have no restrictions on where you can be towed; to your home, a dealership, your favorite mechanic, the choice is yours! You are covered up to your benefit allowance of \$125 per incident.
- C. **BATTERY JUMP START** – Send help to jump start your battery if it is dead or weak.
- D. **FLAT TIRE CHANGE** – Change your flat tire and install your inflated spare for you.
- E. **LOCK OUT SERVICE** – If you lock your keys inside your vehicle, we will dispatch qualified assistance to get you back in.
- F. **FUEL DELIVERY** – Out of gas? We'll deliver an emergency supply of up to 2 gallons.
- G. **EXTRICATION ASSISTANCE** – Provides assistance with extricating the Covered Vehicle when it is stuck in a ditch or other inaccessible area, when such location is within fifty (50) feet of a paved road or highway. This service does not cover for extrication when driving the Covered Vehicle off-road or on an unpaved surface.

HOW TO OBTAIN ROADSIDE SERVICES

- a. Call toll-free, **(800) 289-1409**, 24 hours per day for Emergency Service Dispatch
- b. Give the Roadside Service Dispatcher the following information:
 - i. Your membership number and name
 - ii. The phone number from where you are calling
 - iii. A description of your disabled vehicle (color, make, model, year, license plate number and issuing state)
 - iv. The location of your disabled vehicle (city, state, street address or nearest intersection)
 - v. Description of problem
- c. The Roadside Service Dispatcher will give you an estimate of when help will arrive.

CT Auto Club, Inc.

P.O. Box 830008, Miami, FL. 33283-0008.

800-289-1409

- d. You are not responsible for payment for any cost of service except for parts or services not covered by this program.

ROADSIDE ASSISTANCE COVERAGE DETAILS

- a. Coverage is for your covered vehicle and driven by an eligible Member at the time of disablement, with the following exceptions: Trucks over one-ton capacity, taxis, vehicles used for commercial purposes, camping trailers, travel trailers, mobile or motor homes, motorcycles, RV's or any vehicles in tow.
- b. Coverage for Roadside Services includes expenses up to the Member Benefit Allowance of a total of \$125 per incident, including any sales tax or miscellaneous (Member's) expense. Costs in excess of \$125 for covered services is at the driver/Member's expense.
- c. The \$125 Member Benefit Allowance does not cover: parts, key replacement, fuel (over 2 gallons), tire repair, rental of towing equipment, storage fees, labor costs for repairs performed at disablement site, garage or service facility, any form of impound towing or towing by someone other than a licensed service station or garage, or a private citizen's assistance.
- d. Emergency road service providers and locksmiths are independent contractors and are not employees, agents, or representatives of CT Auto Club, Inc., and damage claims related to the service provider or locksmith will not be the responsibility of CT Auto Club, Inc.
- e. In this Membership Document, "Home" is the residence address shown on your membership record (or such other residence address provided to us by you prior to the date services or benefits are requested.)
- f. Membership is intended to cover emergencies and is not intended to be a substitute for proper vehicle maintenance or repair. There will be a limit of one (1) disablement for the same type of Covered Service during any continuous seven (7) day period. More than three (3) claims in a 12-month period may, at our discretion, result in the cancellation of your membership.

H. **EMERGENCY TRAVEL EXPENSE** – If you are in an accident more than 100 miles from home that disables your vehicle, you can get reimbursed up to \$1,000 for hotel, meals, car rental and transportation costs incurred by you within three days of the accident. Coverage includes commercial transportation to your destination and return after repair. Expenses for entertainment, recreation and nonessential goods and services are not covered. To obtain a reimbursement, see "Reimbursement Procedures" section.

I. **EMERGENCY DESTINATION ASSISTANCE** – In the event your automobile is disabled (not due to an accident) and you need alternate transportation to your destination or back home, this benefit entitles you to a reimbursement of up to \$75 for emergency transportation (taxicab, rental car, shuttle, etc.) to an immediate destination. To obtain a reimbursement, see "Reimbursement Procedures" section.

J. **AMBULANCE SERVICE** – If you or a covered family member is injured following an accident and needs an ambulance, your Club benefits will reimburse you up to \$100. To obtain a reimbursement, see "Reimbursement Procedures" section. (Not available to residents of FL, MA, TX, UT or VA.)

K. **BENEFIT HUB – NATIONAL VALUES AND DISCOUNTS** – As a member, you receive at no extra cost, a BenefitHub membership which entitles you to have access to great savings and Cash Back offers on a wide variety of products and services members use every day. From discounts on hotel and car rentals to health & wellness, sports & fitness, travel, food and even apparel & accessories. BenefitHub makes it easy for you to save on things you want and need the most. To start saving and enhancing your daily life, simply visit <https://driveamerica.benefitclub.com>.

For first time users, create an account by entering your email address. You will then be prompted to create a password and enter your name and Zip Code for local deals. If you have already created an account, please enter your email address and password. ***Discounts subject to change.**

L. **THEFT REWARD** – A \$5,000 reward is offered for information leading to the arrest and conviction of anyone who steals your vehicle. You, your family members and law enforcement personnel are ineligible for this reward. The reward does not cover loss from vandalism or stolen contents.

M. **IDENTITY THEFT ASSISTANCE** – Provides access to monitor Your Social Security Number, up to ten credit and debit cards and up to ten bank accounts in underground chat rooms, websites and blogs where identity thieves trade and sell stolen data*. You also have access to a resolution service that provides personalized assistance in the event You become a victim of identity fraud. Also includes access to a Lost/Stolen Wallet service which will provide support in cancelling and replacing Your lost or stolen credit cards**.

Registering Your information is simple:

- Log on to www.cardpatrol.net
- Enter Access Code: **78690**

a. DETECTION CATEGORY

- i. **DARK WEB – SOCIAL SECURITY MONITORING***: Real-time, web-crawling technology monitors illicit web portals where compromised Social Security numbers are bought and sold. If suspicious activity is detected, the member is alerted, enabling them to act quickly and re-secure their compromised data.
- ii. **DARK WEB – BANK ACCOUNT MONITORING***: Monitoring of your bank account numbers on certain web portals where your personal information can be sold and traded. If a bank account is discovered on any web portal, the member is alerted, allowing them to act quickly and secure their bank accounts.
- iii. **DARK WEB – CREDIT CARD MONITORING***: Searching of various online databases, chat rooms and blog sites for your credit and debit cards on the internet. An early warning email alert will be sent if any of the member's monitored information is found.

b. RESOLUTION CATEGORY

- i. **LOST/STOLEN WALLET ASSISTANCE****: Support in canceling and replacing lost or stolen credit cards. Unlimited number of cards (credit, store, etc.) can be pre-registered and stored in a secure location.
- ii. **UNLIMITED ACCESS TO IDENTIFY FRAUD RESOLUTION SPECIALIST**: A resolution service that provides personalized assistance in resolving a case of identity fraud. Member is assigned a dedicated FCRA-trained caseworker who will work with them in restoring their identity with complete guidance along the way.

FOR QUESTIONS REGARDING YOUR IDENTITY THEFT ASSISTANCE BENEFIT, PLEASE CALL **844-570-2241** FOR SUPPORT.

**Card Patrol monitors your personal information up to ten registered cred/debit cards, up to ten bank accounts and one Social Security number on the internet, based on extensive research of Internet chat rooms; however, it is impossible to ensure that all internet chat rooms have been searched for your personal information. Accordingly, your monitoring alert reports may not contain or apprise you of all your personal information that is publicly available or that may have been compromised.*

***Some financial institutions may require you to call them directly and will not accept notification from third parties in which case we will contact you so that you can call your financial institution directly.*

- N. **EXPERT OPINION** – Provides you with a second opinion on automotive service or repair estimates. Call us at **833-251-5689** to utilize this benefit.
- REPAIR REFERRAL** – As a Drive America Select member, you can call the toll-free hotline and receive referrals to the nearest qualified recommended repair facilities.
 - REPAIR CONFIRMATION** – You can also call the toll-free hotline to talk with an ASE Certified Master Technician to obtain a second opinion regarding the appropriateness of proposed repairs for automobiles or light trucks. The second opinion is based on the information provided by the member and the initial repair facility. No guarantee is offered or implied on the technician's second opinion.
 - COST CONFIRMATION** – You can discuss the estimates of costs for proposed repairs on automobiles or light trucks with an ASE Certified Master Technician. The technicians will give their opinion on the appropriateness of the repair costs based on referenced published, universally accepted, repair manuals (Mitchell's AllData) and information provided by the member.

TERMS AND CONDITIONS

- A consumer must be a current member of Drive America to be eligible for this benefit. The benefit is applicable for automobiles and light trucks only.
- No guarantee is provided, offered or implied in any way with the Drive America Expert Opinion benefit.
- Opinions suggested by the ASE Certified Master Technician are based on information received from the calling member and/or repair facility, and thus may be subject to error. No guarantee, of any kind, is provided by the opinion of the technician, it is simply an opinion.
- Drive America and the ASE Certified Master Technicians do not guarantee the quality of work performed by the repair facilities in the referral network.
- Commercial vehicles are not eligible for this benefit.

O. **VEHICLE MAINTENANCE**

- OIL CHANGES** – Receive up to \$85 for each service. Maximum of three (3) oil changes per 12-month membership period. **YOU MUST CALL 844-740-5145 PRIOR TO SERVICE.** (Not available to AR and MA residents).
- BRAKE PADS/SHOES** – \$100 or \$130 on select vehicles as follows; all trucks, SUV's, AWD's, diesels and all models of Acura, Audi, BMW, Cadillac, Infiniti, Jaguar, Lexus, Lincoln, Mercedes, Saab, Volkswagen and Volvo, toward the replacement of brake pads/shoes. Maximum of one (1) use per 12-month membership period. **YOU MUST CALL 844-740-5145 PRIOR TO SERVICE.** (Not available to AR and MA residents).
- BATTERY** – \$100 credit toward replacement of a failed battery. Not valid if replacement of battery is in conjunction with or due to another repair. Maximum of one (1) use per 12-month membership period. **YOU MUST CALL 844-740-5145 PRIOR TO SERVICE.** (Not available to AR and MA residents).
- COOLING SYSTEM MAINTENANCE** – \$40 credit toward a drain/refill, pressure check, hose inspection, belts, clamps & lube chassis. Maximum of one (1) use per 12-month membership period). **YOU MUST CALL 844-740-5145 PRIOR TO SERVICE.** (Not available to AR and MA residents).
- WIPER BLADE REPLACEMENT** – Up to \$30 credit toward the replacement of wiper blades. Maximum of one (1) use per 12-month membership period. **YOU MUST CALL 844-740-5145 PRIOR TO SERVICE.** (Not available to AR and MA residents).
- SAFETY INSPECTION** – One (1) state safety inspection per 12-month membership period. **YOU MUST CALL 844-740-5145 PRIOR TO SERVICE.** (Not available to AR and MA residents).

Maintenance benefits apply to each 12-month term of membership. Any unused benefits will expire at the end of each 12-month term of membership. To obtain a reimbursement, see "Reimbursement Procedures" section.

V. REIMBURSEMENT PROCEDURES:

To submit a reimbursement claim, please follow instructions carefully.

- EMERGENCY ROADSIDE ASSISTANCE REIMBURSEMENT** – You are eligible for reimbursement for towing and/or service call charges associated with the Roadside Assistance benefits, IF you first call CT Auto Club and receive an authorization number for the service. Labor at the scene for repairs, parts, including keys made are not covered. Parts, gas, storage fees, tire repair and labor performed in a garage, service station or other service facility are not covered. Private citizen assistance is not eligible for reimbursement. Service for taxicabs, motorcycles, trucks over one ton or vehicles used commercially are not covered. To obtain reimbursement, please mail **original** paid receipt within 20 days of disablement to the Roadside Assistance Claims address shown. Include your Membership number, name and full address. MAIL REIMBURSEMENT CLAIMS TO: MEMBER SERVICES, P.O. BOX 830008, MIAMI, FL. 33283.
- AMBULANCE EXPENSE REIMBURSEMENT** – You are eligible for reimbursement for ambulance service if you are involved in a motor vehicle accident. To obtain reimbursement, please mail **original** paid receipt within 20 days of disablement to the Roadside Assistance Claims address shown. Include your Membership number, name and full address. (Not available to residents of FL, MA, TX, UT or VA). MAIL REIMBURSEMENT CLAIMS TO: MEMBER SERVICES, P.O. BOX 830008, MIAMI, FL. 33283.
- EMERGENCY TRAVEL EXPENSE REIMBURSEMENT** – You may receive reimbursement for emergency expenses if your covered vehicle is disabled due to an accident 100 miles or more from your primary residence listed with us, as a result of a collision with another vehicle or object. Coverage will be for expenses incurred within 72 hours of the disablement only, or up to the member's coverage limit, whichever comes first. Coverage will include lodging, meals and alternative transportation that are not planned or normal expenses for the member's trip. Tips for up to 18% of service are covered. Alcoholic beverages and entertainment expenses are not covered. Fuel for rental is covered for first and last fills. To obtain reimbursement, get a copy of the repair order from the facility that repaired the vehicle. You must file an accident report with the state or local police and provide us with a copy of the report. Mail the accident report along with detailed receipts (originals preferred) for the above covered expenses within 20 days of disablement to the Roadside Assistance Claims address shown. Include your Membership number, name and full address. MAIL REIMBURSEMENT CLAIMS TO: MEMBER SERVICES, P.O. BOX 830008, MIAMI, FL. 33283.
- DESTINATION ASSISTANCE REIMBURSEMENT** – If your automobile is disabled and you need emergency transportation (taxicab, rental car, shuttle or other commercial transportation) to an immediate destination, you will be reimbursed up to \$75. Private citizen assistance is not covered. To obtain reimbursement, please mail **original** paid receipt within 20 days of disablement to the Roadside Assistance Claims address shown. Include your Membership number, name and full address. MAIL REIMBURSEMENT CLAIMS TO: MEMBER SERVICES, P.O. BOX 830008, MIAMI, FL. 33283.
- MAINTENANCE REIMBURSEMENT** – To be eligible for reimbursement on the maintenance items, it must be within 45 days from the date of service. Please fax a copy of

CT Auto Club, Inc.

P.O. Box 830008, Miami, FL. 33283-0008.

800-289-1409

the invoice and your paid receipt(s) to 636-246-0333 or email a copy of the invoice and your paid receipts to fax@omegaautocare.com. Please allow 2-3 weeks for refund processing. MAIL REIMBURSEMENT CLAIMS TO: MEMBER SERVICES, 50 N LAURA STREET, SUITE 2500, JACKSONVILLE, FL. 32202.

VI. GENERAL PROVISIONS:

- A. **BANK FEES** – We and/or our authorized agent(s) are not responsible for any fees or charges imposed by any bank or credit/debit card issuer relating to the use of your credit/debit card for payment of Your Membership dues including, but not limited to, credit limit fees.
- B. **CHANGE OF YOUR PERSONAL INFORMATION** – If there are changes to Your personal information, including name, address, telephone number, email address, please notify Us so we may keep Your Membership active and send You information that may affect Your Membership.
- C. **PROGRAM BENEFITS AND DUES** – We may decide to offer additional benefits and services for this Program in the future. If so, We will send You, at Your address in Our membership records, at least thirty (30) days' advance written notice of any changes to benefits or dues for this Membership along with new Terms & Conditions. Any such change will take effect the calendar month following expiration of the thirty (30) days' advance notice given You.
- D. **CANCELLATION**
 - a. **CANCELLATION BY YOU** – As a Member of the Program, You may cancel Your Membership at any time by notifying Us of such cancellation in writing. All cancellation requests must be addressed to CT Auto Club and signed by the Member. If You cancel Your Membership within the first thirty (30) days of its Effective Date, You will receive a full refund of the Membership dues You paid, if any. If Your Membership is cancelled after the first thirty (30) days, You will be entitled to the unused portion of the amount You paid for this Membership, if any, calculated on a pro-rata basis over the Membership Term. Any claims or services that were paid for by Us during this Membership term will be subtracted from the total refund due.
 - b. **CANCELLATION BY US** – We may also cancel this Membership at any time for any of the following reasons: (a) when required by law; or (b) upon thirty (30) days' written notice in the event of any of the following: (i) a material misrepresentation or fraud by You, (ii) a substantial change in the risk assumed reasonably unforeseen by Us, or (iii) a substantial breach of Your contractual duties, conditions or warranties. However, the foregoing notification period in (b) does not apply if Your Membership has been in effect for less than sixty (60) days when the written notice of cancellation is mailed or delivered to You. In this case, the effective date of cancellation will be at least ten (10) days after the written notice is mailed via first-class mailing or delivered to You.
 - c. **OUR WRITTEN NOTICE AND EFFECTS OF TERMINATION** – Any written notice sent by Us to You will be sent to Your address in Our membership records and will indicate the reason for such action. Your Membership benefits will end on the date You are no longer a member of CT Auto Club in accordance with the time frames above. Such termination will not affect Your right to payment for a claim arising before the date of termination.

Welcome to the Drive America Motor Club!



Patrick J. O'Brien
President – CT Auto Club, Inc.

NOTICE TO WISCONSIN AND UTAH RESIDENTS: Renewals on Altered Terms or Non-renewal of your auto club membership; Cancellation for non-payment 60 days prior to the renewal of your auto club membership, we will mail written notice to you explaining any changes in benefits or increase in membership fees (unless the fee increase is less than 25%). Any changes to your contract will not take effect until 60 days after notice to you is given. If we decide not to renew your membership, your benefits and services will continue until 60 days following your written notification of non-renewal. Should you fail to pay your motor club membership fee, we will notify you in writing that your benefits will be suspended 10 days following such notification.

NOTICE TO WISCONSIN RESIDENTS – KEEP THIS NOTICE WITH YOUR INSURANCE PAPERS – PROBLEM WITH YOUR INSURANCE? If you are having problems with your insurance company or agent, do not hesitate to contact the insurance company or agent to resolve your problem. You can also contact the OFFICE OF THE COMMISSIONER OF INSURANCE, a state agency which enforces Wisconsin's insurance laws, and file a complaint. You can contact the OFFICE OF THE COMMISSIONER OF INSURANCE by contacting **Office of the Commissioner of Insurance Complaints Department P. O. Box 7873 Madison, WI 53707-7873 1-800-236-8517 or 608-266-0103**

NOTICE FOR MISSISSIPPI RESIDENTS: This membership may be canceled at any time by providing written notice thereof by either the club or the member, and that the member will, if the dues or membership fee has been paid thereupon, be entitled to a refund of the unused portion of the consideration paid for such contract, calculated on a pro rata basis over the period of the contract, without any deductions, provided that CT Auto Club, Inc. may make a reasonable minimum charge.

NOTICE TO OKLAHOMA, MONTANA, WYOMING, MASSACHUSETTS AND NEVADA RESIDENTS: This membership may be canceled at any time by either CT Auto Club, Inc. or by Member. Upon cancellation, Member will be entitled to the unused portion of the membership fee paid, calculated on a pro rata basis without any deductions.

1415 Advanced Auto Protection

Ultimate Bundle

SCHEDULE PAGE

Limited Warranty#

SECTION 1 – VEHICLE INFORMATION

YEAR	MAKE	MODEL	PRODUCT PURCHASE DATE	
VEHICLE IDENTIFICATION NUMBER (VIN)	CURRENT MILEAGE	VEHICLE PURCHASE PRICE	DEDUCTIBLE	PRODUCT PURCHASE PRICE

SECTION 2 – PRODUCT INFORMATION

ULTIMATE COVERAGE <input type="checkbox"/> Exterior Protection Fabric and Carpet Protection Leather/Vinyl Protection Rip, Puncture and Burn Protection		Protection when Dents Occur Headlight Lens Protection Alloy Wheel Protection Windshield Protection	KEY/REMOTE REPLACEMENT <input type="checkbox"/> See separate Service Agreement for Key/Remote Benefits
LIMITED WARRANTY TERM: _____ MONTHS			

SECTION 3 – LIMITED WARRANTY HOLDER INFORMATION

NAME (LAST)	(FIRST)	(MI)	PHONE	
ADDRESS	CITY	STATE	ZIP	E-MAIL ADDRESS

SECTION 4 – DEALER INFORMATION

NAME	PHONE		
ADDRESS	CITY	STATE	ZIP

SECTION 5 – LIENHOLDER INFORMATION

NAME	ADDRESS	CITY	STATE	ZIP
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THIS IS NOT AN AUTOMOBILE PHYSICAL DAMAGE OR AUTOMOBILE LIABILITY INSURANCE CONTRACT.

YOU ARE NOT REQUIRED TO PURCHASE THE PRODUCT IN ORDER TO PURCHASE, LEASE OR OBTAIN FINANCING FOR A VEHICLE. You should read this **Limited Warranty** carefully. It contains the entire **Limited Warranty** between **You** and **Us**. It takes precedence over any other written or oral statements made to **You** with respect to this **Limited Warranty**. Any modification(s), alteration(s) or change(s) to the preprinted terms and conditions is/are invalid and of no force or effect. This **Limited Warranty** is based on information **You** provided in this **Schedule Page**. This **Limited Warranty** gives **You** specific legal rights, and **You** may also have other rights which vary from State to State. **Your** signature below means that **You** have reviewed and understand the **Limited Warranty** Terms and Conditions.

Limited Warranty Holder Signature

Dealer Signature

Product Purchase Date

LIMITED WARRANTY TERMS AND CONDITIONS

DEFINITIONS

ADMINISTRATOR – American Auto Protection 860 Airport Freeway, Ste 205, Hurst, TX 75071 833-860-3700

ISSUING DEALER, WARRANTOR (WE, US AND OUR) – The **Dealer** listed on the **Schedule Page** who issued **You** this **Limited Warranty**.

LIMITED WARRANTY HOLDER (YOU, YOUR) – The purchaser of the Product(s) indicated on the **Schedule Page**.

SCHEDULE PAGE – Page 1 of this **Limited Warranty** where information regarding **You** and **Your Vehicle** are shown.

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

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

LIMITED WARRANTY – This Ultimate Bundle Product Limited Warranty for the **Vehicle** described on the **Schedule Page**.

SCHEDULE OF COVERAGES

Exterior Protection: **We** hereby provide coverage on the **Vehicle** in the event of damage to the exterior painted surfaces caused by weather-induced fading, UV exposure, oxidation, hard water etching, bird droppings, tree sap, road salt, road de-icing agents, acid rain, insect damage (including but not limited to love bugs), accidental spray paint overspray or industrial fallout. Should the exterior surface become damaged from such environmental hazards, **We** will repair such condition subject to the Exclusions-What is Not Covered section in this **Limited Warranty**. **We** reserve the right to repair any such damage through professional detailing or mobile repair service prior to repainting any surface.

Interior Protection: **We** hereby guarantee the applied Interior product will assist in the prevention of damage to the treated interior cabin surfaces caused by permanent stains, UV exposure and temperature extreme; will assist in the prevention of damage to the treated interior seating surfaces caused by rips, punctures and burns; and will assist in the prevention of odors caused by bacteria, microbes, mold, mildew, fungi and algae on the treated interior surface. Should the treated interior cabin surface become damaged by stains, UV exposure or temperature extremes, **We** will repair such condition subject to the **Exclusions-What is Not Covered** section in this **Limited Warranty**. Should the treated interior seating surface become damaged by a rip (less than 6 inches in length), puncture or burn (less than a half (1/2) inch in diameter), **We** will repair and/or replace the damaged area subject to the Exclusions-What is Not Covered section in this **Limited Warranty**. Should the treated interior surface with interior protection product have odors caused by bacteria, microbes, mold, mildew, fungi and algae, **We** will remedy such condition subject to the Exclusions-What is Not Covered section in this **Limited Warranty**. **We** reserve the right to attempt repair of any covered damage using professional reconditioning prior to the replacement with either an upholstery insert or replacement seating component. **No rip, puncture and burn coverage is available under this Limited Warranty for residents of NY.**

Protection When Dents Occur: **We** will repair minor cosmetic dents (less than 3 inches in length) to the exterior sheet metal surface subject to the **Exclusions – What is Not Covered** section in this **Limited Warranty**.

Headlight: **We** will repair damage caused by UV exposure and other environmental hazards. Should the exterior surface of a headlight lens become damaged by UV exposure and other environmental hazards resulting in fading and/or yellowing, **We** will repair the affected area to the fullest extent possible, subject to the Exclusions-What is Not Covered section in this **Limited Warranty**.

Windshield: We will repair a chip or crack (less than 6 inches in length or diameter) to the fullest extent possible, should the windshield become chipped or cracked, subject to the **Exclusions-What is Not Covered** section in this **Limited Warranty**. If it is determined by a licensed repair technician, that the damaged windshield must be replaced because such repairs will not allow it to function safely, **We** will reimburse **You** up to \$500 for the replacement of the windshield. Proof of a completed comprehensive insurance claim or receipt of the windshield replacement is required for reimbursement. The maximum reimbursement equals **Your** comprehensive insurance deductible (for a windshield replacement claim) on the **Vehicle**, up to \$500. **No windshield coverage is available under this Limited Warranty for residents of AZ, CT, FL, KY, MA, MN, NY, and SC.**

Alloy Wheel: We hereby guarantee the applied exterior product will assist in the prevention of cosmetic damage to the face of the treated alloy wheel caused by corrosion or surface abrasion. Should the treated exterior face of an alloy wheel become cosmetically damaged, **We** will repair or recondition the cosmetic damage to the fullest extent possible, subject to the Exclusions-What is Not Covered section in this **Limited Warranty**.

EXCLUSIONS – WHAT IS NOT COVERED

This Limited Warranty does NOT provide coverage for any of the following:

Paint Limitations/Exclusions: This Limited Warranty does not cover: (1) pre-existing damage; (2) non clear-coated surfaces; (3) damage caused by road hazards; (4) vandalism; (5) collision or similar accident; (6) fire; (7) hail damage; (8) flood or other natural casualties; (9) rusting of metal; (10) modifications or alterations of the factory's original painted finish (e.g. repainted surfaces, aftermarket pin striping, vinyl graphics, etc.); (11) paint chips; (12) scratches; (13) road striping paint; (14) oxidation that has perforated to the primer coat or bare metal; and (15) any damage caused by neglect or abuse.

Interior Protection Limitations/Exclusions: This Limited Warranty does not cover: (1) stains or damage caused by tar, acid or other caustic or corrosive substances; (2) interior fabric, carpet, leather or vinyl damage resulting from flood, vandalism, abnormal use, surface wear or natural creases in leather and vinyl seats, modification or alteration of leather or vinyl surfaces; (3) damage caused by rusting or poor adhesion to the surface to which the leather or vinyl has been attached; (4) surfaces which have become subject to a claim arising out of a collision, manufacturing defects (e.g. fabric shredding, improper vinyl and/or leather adhesion, etc.); (5) headliners, steering wheels, side door storage compartments; (6) vandalism, terrorism, acts of God, neglect or abuse, and normal wear and tear. If a permanent stain is caused by dye or ink damage or if a stain occurs on the dashboard or an interior door panel, the repair is limited to reconditioning and/or re-dyeing the damaged area only. This limited warranty does not cover rips, punctures and burns to fabric, vinyl and/or leather that occur prior to delivery, rips greater than six (6) inches in length, punctures and burns greater than a half (1/2) inch in diameter. Interior Protection product is not applied to headliners, suede, seat belts, the steering wheel, instrument cluster, display screen (navigation, vehicle info and radio), and the Ford King Ranch series seats, therefore no warranty is provided to those identified surfaces. If an odor caused by bacteria, microbes, mold, mildew, fungi or algae occurs on the treated interior surface, the remedy is limited to an application of Interior Protection product to remove the odor. We are not responsible for non-treated surfaces including, without limitation, passengers and cargo. Odors caused by anything other than bacteria, microbes, mold, mildew, fungi or algae including, without limitation, smoke or anything related to the mechanical components of the vehicle are not covered. We are not responsible for passengers that become sick from bacteria, microbes, mold, mildew, fungi or algae.

Protection When Dents Occur Limitations/Exclusions: This Limited Warranty does not cover: (1) paint chips; (2) scratches; (3) dents that require a body shop repair; (4) dents that have scratches or a paint chip; (5) dents greater than three (3) inches in length/diameter; (6) dents on bumpers; (7) plastic; (8) fiberglass; (9) pillars; (10) rocker panels and trim; and (11) any damage caused by neglect or abuse.

Headlight Limitations/Exclusions: This Limited Warranty does not cover aftermarket headlights or damage to the headlight lens as a result of collision damage or vandalism. Only the original factory headlight exterior surface of the lens is covered. This Limited Warranty does not cover headlight replacement or internal fogging/condensation events.

Windshield Limitations/Exclusions: This Limited Warranty does not cover: (1) windshield cracks or chips greater than six (6) inches in length or diameter; (2) windshield pitting or damage caused from collision; (3) vandalism; (4) hail; (5) factory defects or any other damage to the windshield not expressly covered in the Schedule of Coverages section of this Limited Warranty under Windshield. Some of the original chip or crack may be visible after a completed windshield chip repair. This Limited Warranty does not cover windshield replacement.

Alloy Wheel Limitations/Exclusions: This Limited Warranty does not cover: (1) aftermarket wheels; (2) steel wheels; (3) chromed wheels; (4) chrome simulation wheels; (5) chrome clad wheels; (6) wheel covers; or (7) damage to wheels that become dented or bent from contact as a result of curbing, road hazards, frame, body or suspension damage. Only the original factory (non-chromed) alloy wheels or dealer installed factory (non-chromed) alloy wheels at the time of the Vehicle purchase are covered. This Limited Warranty does not cover alloy wheel replacement or structural damage.

FILING A CLAIM

Damage once begun, may greatly worsen unless repairs are promptly made. In order to reasonably minimize any damage which might occur, a claim must be filed by calling the **Administrator** at (833) 860-3700 within sixty (60) days from the onset of damage. Photos of the damage may be required for the processing of the claim.

LIMITED WARRANTY GENERAL PROVISIONS

Administrator may require **You** to assign **Your** rights of recovery against others in the event that **Administrator** pays for any claim made under this **Limited Warranty**. **Administrator** will not pay for any claim hereunder if **You** impair these rights of recovery. **You** may not waive **Your** right(s) to recover from others.

TRANSFER

This **Limited Warranty** applies only to **You** and the **Vehicle** listed on the **Schedule Page**. Only **You** can transfer this **Limited Warranty**. This **Limited Warranty** cannot be transferred to or from an automobile dealer. **Administrator** will allow a transfer of this **Agreement** only if each of the following conditions, if applicable, are met:

- (1) **You** have requested a transfer request form from **Administrator** within fifteen (15) days of the change of ownership of the **Vehicle**.
- (2) Within thirty (30) days of change of ownership **You** provide **Administrator** with the following:
 - Copies of sales receipts, invoices or work orders showing the date, mileage, and service(s) performed to evidence that all of the manufacturer's maintenance requirements have been met.
 - Documented certification of the **Vehicle**'s odometer reading at the time of ownership transfer.
 - If applicable, copies of all documents sent to the manufacturer to effect transfer of **Your** factory warranty. Any remaining manufacturer's warranty must also be transferred at the same time as **Vehicle** ownership transfer.
 - A transfer fee of fifty dollars (\$50.00). Only a check or a money order will be accepted.
 - The completed transfer request form with all required signatures.
- (3) If the transferee does not receive a confirmation of transfer within forty-five (45) days after change of ownership, the transferee should notify **Administrator**.

CANCELLATION

THIS LIMITED WARRANTY IS NOT RENEWABLE OR CANCELABLE. IT IS PROVIDED TO THE LIMITED WARRANTY HOLDER BY THE ISSUING DEALER AT NO ADDITIONAL CHARGE.

LIMITS OF COVERAGE LIABILITY

Windshield – Up to \$500 for the replacement of the windshield (listed in the Schedule of Coverages) and, the lesser of the cost of repair of the treated area or up to the current average wholesale value of **Your Vehicle** as determined by National Automobile Dealers Association (“N.A.D.A.”) Official Used Car Guide, at the time of the claim inspection.

LEGAL RIGHTS NOTICE: THIS LIMITED WARRANTY SETS OUT THE FULL EXTENT OF OUR RESPONSIBILITIES. ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE LIMITED TO THE DURATION OF THIS LIMITED WARRANTY.

SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. IN ADDITION, SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU.

1415 Advanced Auto Protection

Key Replacement Service Agreement SCHEDULE PAGE

Agreement # _____

SECTION 1 – VEHICLE INFORMATION

YEAR	MAKE	MODEL	AGREEMENT PURCHASE DATE
VEHICLE IDENTIFICATION NUMBER (VIN)	CURRENT MILEAGE	VEHICLE PURCHASE PRICE	AGREEMENT PURCHASE PRICE
Coverage: <input type="checkbox"/> PREMIUM AGREEMENT TERM: _____ # OF KEYS ISSUED: _____ DEDUCTIBLE: _____			

SECTION 2 – AGREEMENT HOLDER INFORMATION

NAME (LAST)	(FIRST)	(MI)	PHONE	
ADDRESS	CITY	STATE	ZIP	E-MAIL ADDRESS

SECTION 3 – SELLER INFORMATION

NAME	PHONE		
ADDRESS	CITY	STATE	ZIP

SECTION 4 – LIENHOLDER INFORMATION

NAME	ADDRESS	CITY	STATE	ZIP
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YOU ARE NOT REQUIRED TO ENTER INTO THIS AGREEMENT IN ORDER TO PURCHASE, LEASE OR OBTAIN FINANCING FOR A VEHICLE. You should read this **Agreement** carefully. It contains the entire **Agreement** between **You** and **Us**. It takes precedence over any other written or oral statements made to **You** with respect to this **Agreement**. This is a service agreement, not a warranty or insurance contract. REVIEW "SPECIAL STATE DISCLOSURES AND/OR REQUIREMENTS" FOR ANY RIGHTS, PRIVILEGES AND CONDITIONS THAT GOVERN THIS **AGREEMENT** IN **YOUR** STATE. Any modification(s), alteration(s) or change(s) to the preprinted terms and conditions is/are invalid and of no force or effect. **You** acknowledge **Your** understanding of and agreement to the **DISPUTE RESOLUTION/ARBITRATION AGREEMENT AND CLASS ACTION WAIVER** section in this **Agreement**. THIS **AGREEMENT** CONTAINS A BINDING ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES. This **Agreement** is based on information **You** provided in this **Schedule Page**. **You** acknowledge **Your** understanding of the limited applicability of the Federal Magnuson Moss Warranty Act as set out in this **Agreement**. **Your** signature means that **You** have reviewed and understand the **Agreement** Terms and Conditions.

Agreement Holder Signature

Purchase Date

Seller Representative – Signature

☐

Washington Residents Only: By initialing this box, **You** acknowledge **You** have reviewed with the **Seller** the sections of this **Agreement** titled: **DEFINITIONS, SCHEDULE OF COVERAGES, FILING A CLAIM, EXCLUSIONS-WHAT IS NOT COVERED, YOUR RESPONSIBILITIES, CANCELLATION AND TRANSFER**. The implied warranty of merchantability on the **Vehicle** is not waived if this **Agreement** has been purchased within ninety (90) days of the sale of the **Vehicle** from the **Seller**.

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

AUTHORIZATION IS REQUIRED PRIOR TO THE COMMENCEMENT OF ALL REPLACEMENTS!
FOR NATIONWIDE CLAIMS, CALL: (833) 860-3700

AGREEMENT TERMS AND CONDITIONS

DEFINITIONS

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

AGREEMENT – This Key Replacement Service **Agreement** which **You** have purchased. These terms and conditions together with the **Schedule Page**.

COMMERCIAL USE VEHICLE – Vehicles registered to a business that is used directly to further commercial efforts in a way that could increase wear, tear, or strain on the vehicle. This includes taxis, rideshare (such as Uber, Lyft etc.), limousine or shuttle services, pick up and/or delivery operations, including but not limited to InstaCart and Shipt, rental services, construction, commercial towing, commercial farm operation, livery, motor pool vehicles, security services, snow removal or plowing, hauling for hire, and vehicles equipped with flat beds or dump beds.

DEDUCTIBLE – The amount indicated on the **Schedule Page** that **You** must pay for the replacement of an **Eligible Key(s)/Remote(s)**.

ELIGIBLE KEY(S)/REMOTE(S) – The keys/remotes provided to **You** at the time of **Vehicle's** original delivery as indicated on the **Schedule Page**.

LABOR – The **Labor** time for a covered repair will be determined by a current nationally published labor manual. The **Labor** rate for authorized repairs will be based on the posted labor rate of the **Repair Facility** that **You** selected. If the **Repair Facility's Labor** rate is not posted, the **Administrator** reserves the right to approve a labor rate based on the average labor rate for similar local repair facilities. The **Administrator** also reserves the right to adjust the approved labor rate if the **Repair Facility's Labor** rate is deemed to be excessive by the **Administrator** when compared to local average labor rates for similar facilities.

PRE-EXISTING – A condition and/or failure that within all reasonable mechanical probability and mechanical fitness existed prior to the **Agreement** Purchase Date.

REPAIR FACILITY – A **Repair Facility** licensed to perform mechanical repairs.

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

SERVICE AGREEMENT PROVIDER, OBLIGOR, ADMINISTRATOR, WE, US, AND OUR – The company obligated to perform under this **Agreement** may be referred to herein as either the **Service Agreement Provider** or **Obligor**. The company obligated to administer this **Agreement** is the **Administrator**.

The **Obligor** and **Administrator** under this **Agreement** is:

In Most States: Old Republic Insured Automotive Services, Inc., (CA LIC OC79822)

In AK, GA, HI, ID, LA, NJ, NY, WY: ORIAS Warranty Services

In OR, TX: ORIAS Warranty Services, Inc. (TX LIC 378)

In AZ, FL, NM, OK, WA, WI: Minnehoma Automobile Association, Inc. (FL LIC 60033) (OK LIC 44198045)

P.O. Box 35008, Tulsa, OK 74153-0008 / 833-860-3700

SELLER – The entity from whom **You** purchased this **Agreement**.

TERM – The maximum number of months indicated on the **Schedule Page** that this **Agreement** shall be in force. If no **Term** is indicated, the **Term** shall be twelve (12) months.

VEHICLE – The **Vehicle** as listed on the **Schedule Page** in the **Vehicle** Information section.

SCHEDULE OF COVERAGES

In the event a **Vehicle Eligible Key/Remote** is inoperable, lost, stolen, **You** are eligible for reimbursement consideration up to the benefit amount allowed by the coverage selected on the **Schedule Page** of this **Agreement**. Covered replacement cost includes the customary parts and Labor costs required to complete the replacement of the **Eligible Key/Remote**, which in no case shall exceed the manufacturer's suggested retail for a replacement key/remote. During the **Term** of this **Agreement**, there is a maximum of one (1) replacement per any given twelve (12) month period following the **Agreement** Purchase Date listed on the **Schedule Page** of this **Agreement**. Prior authorization from the **Administrator** is required for ALL key/remote replacements.

PREMIUM: This **Agreement** will cover the cost to replace the **Eligible Key/Remote** up to eight hundred dollars (\$800.00) per year.

ADDITIONAL BENEFITS UNDER THIS AGREEMENT

TRIP INTERRUPTION COVERAGE: In the event that **Your Vehicle** is more than one hundred (100) miles from **Your** home and the **Eligible Key/Remote** to **Your Vehicle**, is lost, stolen, or inoperable resulting in a **Repair Facility** keeping **Your Vehicle** overnight, **We** will reimburse **You** up to seventy-five dollars (\$75.00) per day for a maximum of three (3) days for receipted lodging and restaurant expenses incurred between the date of the occurrence and the date on which the replacement is completed. The total benefit per occurrence shall not exceed two hundred and twenty-five dollars (\$225.00).

ROADSIDE ASSISTANCE COVERAGE

Rental Vehicle/Alternate Transportation: If events or repairs covered under this **Agreement** require **Your Vehicle** to be left at an Approved **Repair Facility**, **You** may be eligible for reimbursement for: hired car/rideshare (e.g., Uber or Lyft), taxi, train fare, bus fare, car service, or a rental vehicle for alternative transportation to **Your** home, work or repair facility while **Your Vehicle** is undergoing covered repairs under this **Agreement**. **We** will pay or reimburse up to a maximum of forty dollars (\$40) per day until repairs are completed, not to exceed three (3) consecutive days. Rental vehicles must be obtained from a licensed rental agency. **We** do not cover time spent waiting for parts, or any other delays beyond **Our** control. Before **We** can repay **You**, **You** must give **Us** valid receipts from an authorized rental car agency, rideshare service, or the dealer.

Emergency Roadside Assistance is available on a “sign & drive” basis throughout the United States and Canada, 24 hours a day, 365 days a year. Please call (855) 625-3903 for any of these benefits:

- Towing if **Your Vehicle** becomes inoperable as a result of a lost, stolen or inoperable key/remote
- Tire Changes (with **Your** inflated spare)

Emergency Roadside Assistance benefits are available up to a maximum of one hundred dollars (\$100) per incident. All service fees exceeding this maximum benefit are **Your** responsibility. Only service requests provided by calling 855.625.3903 will be honored. Services are not available in areas where state providers are exclusively utilized on certain tollways, highways, and freeways. Service is not covered for collisions or vandalism.

EXCLUSIONS - WHAT IS NOT COVERED

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

1. Any replacement Key/Remote made without Administrator’s prior authorization.
2. Any Key/Remote repair or replacement covered by warranty, recall, or acknowledgement of responsibility issued by the manufacturer of the Eligible Key/Remote to be replaced.
3. Any damages or loss whatsoever, whether consequential, direct, or otherwise, resulting from the failure or loss of a programmed Key/Remote.
4. Key/Remote that becomes inoperable due to the failure of the battery.
5. Pre-existing conditions and consequential damages.

VEHICLES NOT COVERED

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

1. Vehicles not certified for sale within the United States at the time of manufacture, salvaged vehicles, a vehicle whose title has been branded, or a vehicle that has been declared a total loss.
2. Trucks or vans with a Gross Vehicle Weight (GVW) more than 13,300 lbs.
3. Commercial Use vehicles.
4. Vehicles used for on or off-road racing or vehicles which are equipped or used for towing more than what is recommended by the manufacturer.

FILING A CLAIM

To obtain Key/Remote replacement benefits under this Agreement, You must comply with the following conditions:

1. You must contact the Administrator at (833) 860-3700 as soon as possible to file a claim.
2. If You are within a fifty-mile (50) radius of the originating Seller, You must return there to have a replacement Key/Remote cut and programmed. If You are outside the fifty-mile (50) radius, You may go to an approved Repair Facility or an approved dealership.
3. If it is necessary for You to go to non-originating seller, You shall call Administrator at (833) 860-3700 for prior approval before replacing the Key/Remote.

YOUR RESPONSIBILITIES

(1) EMERGENCY REPLACEMENT - (non-business hours only)

If an emergency replacement covered by this Agreement is required outside the Seller’s or Administrator’s business hours, (hours of claims operations are 8am-6pm CT Monday through Friday, 8am-4pm Saturdays, excluding holidays), You should deliver Your Vehicle to a Repair Facility and have the necessary replacement performed at a reasonable and customary charge. On the next business day, You should report the replacement to the Administrator for reimbursement, You will be required to provide replacement order/invoice for review.

AGREEMENT GENERAL PROVISIONS

- (1) **You** agree to assist **Us** in enforcing **Your** rights against any manufacturer or **Repair Facility** that may have responsibility to **You** for the cost of replacements covered under this **Agreement**.
- (2) **We** may require **You** to assign **Your** rights of recovery against others if **We** pay for any claim made under this **Agreement**. **We** will not pay for any claim hereunder if **You** impair these rights of recovery. **You** may not waive **Your** right(s) to recover from others.
- (3) **Administrator** reserves the right to demand a Power of Attorney from **You** allowing **Administrator** to speak to manufacturer, or any other Vehicle Service Agreement Provider.
- (4) If more than one service agreement/contract, warranty or insurance policy can be applied to a claim, coverage under this **Agreement** shall be excess over all other such coverage(s), whether collectible or not.

TRANSFER

Conditions and rights regarding transfer in the state where You purchased this Agreement may be different from the conditions and rights set forth in this subsection. Please read “SPECIAL STATE DISCLOSURES AND/OR REQUIREMENTS” for the state in which You purchased this Agreement. This Agreement applies only to You and the Vehicle listed on the Schedule Page. Only You can transfer this Agreement. This

Agreement cannot be transferred to or from a motor vehicle dealer. We will allow a transfer of this Agreement only if each of the following conditions, are met:

- (1) You have requested a transfer request form from the Administrator within fifteen (15) days of the change of ownership of the Vehicle.**
- (2) Within thirty (30) days of change of ownership You provide Administrator with the following:**
 - (a) Copies of sales receipts, invoices or work orders showing the date, mileage, and service(s) performed to evidence that all the manufacturer's maintenance requirements have been met.**
 - (b) If applicable, copies of all documents sent to the manufacturer to effect transfer of Your factory warranty. Any remaining manufacturer's warranty must also be transferred at the same time as Vehicle ownership transfer.**
 - (c) A transfer fee of fifty dollars (\$50.00). Only a check or a money order will be accepted.**
 - (d) The completed transfer request form with all required signatures.**
- (3) If the transferee does not receive confirmation of transfer within forty-five (45) days after change of ownership, the transferee must notify Us.**

PAYMENT PLAN OR FINANCIAL AGREEMENTS

In the event the purchase price of **Your Agreement** is being paid for through a payment plan (or its equivalent) which is terminated for non-payment, the **Term** of this **Agreement** will be modified to reflect the portion of the **Agreement** for which **You** have paid and was received by the payment plan provider (or its equivalent). The modified **Term** of the **Agreement** will be calculated on a pro-rata basis by adding the time from the **Agreement** Purchase Date as listed on the **Schedule Page**. **You** may contact the **Administrator** toll-free at 833-860-3700 to obtain the modified **Term**.

In the event the purchase price of this **Agreement** was financed by a funding party through a payment plan (or its equivalent), the funding party shall be entitled to any refund(s) resulting from cancellation of this **Agreement** for any reason including repossession of **Your Vehicle**, or total loss of **Your Vehicle**. Failure to make monthly payments in a timely manner may result in cancellation of this **Agreement** and no refund will be due and no claims will be approved.

CANCELLATION

- (1) The Agreement Holder may cancel this Agreement by contacting the Administrator or Seller.**
- (2) If the Vehicle and this Agreement have been financed, the lienholder may cancel this Agreement for non-payment, or if the Vehicle has been declared a total loss or has been repossessed. The rights under this Agreement are transferred to the lienholder and the lienholder is also entitled to any refund. If the lienholder cancels this Agreement within thirty (30) days of the Agreement Purchase Date a full refund of the total Agreement Purchase Price, less any claim(s) paid, will be provided. If the lienholder cancels this Agreement at any other time a pro-rata refund of the total Agreement Purchase Price based on the number of days the Agreement was in force compared to the total Agreement Term, less claim(s) paid and less the applicable cancellation fee in the amount of fifty dollars (\$50.00), will be provided. If a refund is owed, the refund will be paid or credited within thirty (30) days from the date the Seller or Administrator receives notice of cancellation from the lienholder.**
- (3) The Agreement Holder may cancel this Agreement within thirty (30) days of the Agreement Purchase Date and receive a full refund of the total Agreement Purchase Price, less any claim(s) paid. The Agreement Holder may cancel this Agreement after thirty (30) days and receive a pro-rata refund of the total Agreement Purchase Price based on the number of days the Agreement was in force compared to the total Agreement Term, less the applicable cancellation fee in the amount of fifty dollars (\$50.00). The Term of this Agreement for cancellation purposes will be based on the Agreement Purchase Date. Refunds hereunder shall be issued less the value of any services received by the Agreement 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 cancellation from the Agreement Holder.**
- (4) In the event the Agreement 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 Agreement Holder.**
- (5) All refunds will be issued through the Seller from whom the Agreement was purchased.**

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

- **Failure by the Agreement Holder to pay an amount when due.**
- **Conviction of the Agreement Holder of a crime, which results in an increase in the service required under this Agreement.**
- **Discovery of fraud or material misrepresentation by the Agreement Holder in obtaining this Agreement or in presenting a claim for service hereunder.**
- **Discovery of an act or omission by the Agreement Holder, or a violation by the Agreement Holder of any condition of this Agreement, which occurred after the Agreement Purchase Date and which substantially and materially increases the service required under this Agreement.**
- **A material change in the nature or extent of the required service or repair which occurs after the Agreement Purchase Date and which causes the required service or repair to be substantially and materially increased beyond that contemplated at the time this Agreement was issued or sold.**

No cancellation of this **Agreement** by the **Service Agreement Provider** shall become effective until fifteen (15) days after the notice of cancellation is mailed to the **Agreement Holder**. The **Service Agreement Provider** will not charge a cancellation fee if this **Agreement** is cancelled by the **Service Agreement Provider**.

If the **Service Agreement Provider** cancels this **Agreement** within thirty (30) days of the **Agreement** Purchase Date, a full refund of the total **Agreement** Purchase Price will be issued. If cancellation is after thirty (30) days, a pro-rata refund of the total **Agreement** Purchase Price based on the number of days the **Agreement** was in force compared to the total **Agreement Term** will be issued.

If the **Service Agreement Provider** cancels this **Agreement** and a refund is owed, the refund will be paid or credited within thirty (30) days from the effective date of the cancellation.

FOR ASSISTANCE

IN THE EVENT OF A **BREAKDOWN**, CANCELLATION, TRANSFER, OR FOR ANY OTHER QUESTIONS OR CONCERNS, CALL (833) 860-3700 TOLL FREE. FOR ROADSIDE ASSISTANCE, CALL **(855) 625-3903**.

OBLIGATIONS

Obligations of the **Obligor** under this Service **Agreement** are insured under a contractual liability insurance policy issued by Old Republic Insurance Company (Tulsa Branch Office). If the **Obligor** fails to pay or provide service on a claim within sixty (60) days after proof of loss has been filed, **You** are entitled to make a claim directly against the insurer, Old Republic Insurance Company (Tulsa Branch Office), P.O. Box 35008, Tulsa, OK 74153-0008, (800) 331-3780.

LIMITED APPLICABILITY OF THE FEDERAL MAGNUSON-MOSS WARRANTY ACT

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

LIMITATION OF LIABILITY

THIS AGREEMENT SETS OUT THE FULL EXTENT OF OUR RESPONSIBILITIES. NEITHER THE OBLIGOR NOR THE 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 ADMINISTRATOR AUTHORIZE ANY PERSON, ENTITY OR DEALER TO CREATE FOR THEM ANY OTHER OBLIGATION OR LIABILITY IN CONNECTION WITH THIS PRODUCT.

DISPUTE RESOLUTION/ARBITRATION AGREEMENT AND CLASS ACTION WAIVER

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

Arbitration is a method of resolving any Claim without filing a lawsuit. In this Arbitration Agreement and Class Action Waiver (collectively including all of this section of this **Agreement**), **You** and the **Administrator/Obligor** (the "Parties") are agreeing to submit any and all Claims to binding arbitration on an individual basis for resolution. This Arbitration Agreement and Class Action Waiver sets forth the terms and conditions of our agreement to binding arbitration. The Parties agree that any and all claims, disputes and controversies related in any way to this **Agreement**, including but not limited to claims related to the underlying transaction giving rise to this **Agreement**, or claims related to the sale, financing or fulfillment of this **Agreement** (collectively, "Claims"), shall be resolved by final and binding arbitration. "Claims" shall be given the broadest meaning possible and includes, without limitation, Claims arising under 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, agents, 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 to this **Agreement**. The Parties agree and acknowledge that the transaction evidenced by this **Agreement** affects interstate commerce. The Parties further agree that all issues relating to this Arbitration Agreement and Class Action Waiver, including its enforcement, scope, validity, interpretation, and implementation, will be determined pursuant to federal substantive law and the substantive and procedural provisions of the Federal Arbitration Act ("Act"), 9 U.S.C. §§ 1-16. If federal substantive law holds that state law should apply to any issue relating to this Arbitration Agreement and Class Action Waiver, then the law of the state where **You** purchased the **Agreement** shall apply, without regards to conflicts of law.

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

court, arbitration, or any other forum, and the right for anyone to do so on **Your** behalf. The arbitrator may not consolidate more than one person or entity's claims, and may not otherwise preside over any Class Action. The arbitrator shall not have the authority to combine or aggregate multiple persons' or entities' Claims or discovery, to conduct a Class Action or to make an award to any person or entity not a party to the arbitration. Notwithstanding anything to the contrary, the Parties agree that the enforcement, applicability, scope, validity, and/or interpretation of this Class Action Waiver shall be decided by a court of competent jurisdiction and not by an arbitrator. If this Class Action Waiver is ruled unenforceable or is interpreted to not prevent a Class Action, then the Arbitration Agreement shall be null and void, and any Claims shall proceed in a court of law and not in arbitration. The Parties agree that if an arbitrator renders a decision regarding the enforcement, applicability, scope, validity, and/or interpretation of this Class Action Waiver, or determines that a Class Action may proceed in arbitration, then: (1) the arbitrator has exceeded his powers, pursuant to §10(a)(4) of the FAA, by taking such action; (2) either party may seek immediate review of that decision by a court of competent jurisdiction; and (3) a court of competent jurisdiction shall apply a "de novo" standard of review of that decision if such standard of review is allowed by the common law or statutes of that state. The Parties, including **You**, agree that if for any reason a Claim proceeds to Court, rather than arbitration, (1) the Claim will proceed solely on an individual, non-class, non-representative basis, and (2) no Party may be a class representative or class member or otherwise participate in any Class Action.

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

SPECIAL STATE DISCLOSURES AND/OR REQUIREMENTS

The following SPECIAL STATE DISCLOSURES AND/OR REQUIREMENTS apply to this **Agreement** 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 **Agreement** Purchase Date not be listed below, such state law or regulation will take precedence over the terms of this **Agreement**.

ALABAMA: CANCELLATION, (3), is deleted in its entirety and replaced with the following: The **Agreement Holder** may cancel this **Agreement** within thirty (30) days of the **Agreement** Purchase Date and receive a full refund of the total **Agreement** Purchase Price, less any claims paid. The **Agreement Holder** may cancel this **Agreement** after thirty (30) days and receive a pro-rata refund of the total **Agreement** Purchase Price based on the number of days the **Agreement** was in force compared to the total **Agreement** 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** **Agreement**. The Term of this **Agreement** for cancellation purposes will be based on the **Agreement** Purchase Date. Refunds issued hereunder shall be issued less the value of any services received by the **Agreement 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 **Agreement** 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** receives notice of cancellation from the **Agreement Holder**. The **Agreement** 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. **CANCELLATION**, (3), is amended as follows: The cancellation fee may not exceed ten (10%) percent of the amount paid by the **Agreement Holder** or fifty dollars (\$50.00), whichever is less.

The **Service Agreement Provider** section is amended as follows: **We** may cancel this **Agreement** if **Your Vehicle** is found to be modified by **You** in a manner not recommended by the manufacturer after the **Agreement** Purchase Date. **We** may cancel this **Agreement** for non-payment of the **Agreement** 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 **Agreement** on **Our** behalf. This **Agreement** will not be cancelled for misrepresentation by the company or the **Seller** of this **Agreement**.

ARKANSAS: CANCELLATION is amended as follows: Claims paid will not be deducted from **Your** cancellation refund amount. **OBLIGATIONS** is amended as follows: Obligations of the **Obligor** under this **Agreement** 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, **You** are entitled to make a claim directly against the insurance company referenced in this section. Arbitration clause is non-binding and voluntary.

CALIFORNIA: PRE-EXISTING CONDITIONS section is amended as follows: a condition that existed prior to the purchase of the **Agreement**. **CANCELLATION** section is amended as follows: **You** may cancel this **Agreement** by submitting a written request to the Dealer containing a copy of **Your Agreement**. If **You** request a cancellation during the first sixty (60) days from the **Agreement** Purchase Date, **We** will refund **You** one hundred percent (100%) of the **Agreement** Purchase Price, less any claims paid on **Your Agreement**. After the first sixty (60) days from the **Agreement** Purchase Date, **We** will refund **You** a pro-rated amount of the **Agreement** Purchase Price, based on the term remaining of the **Agreement**, less a cancellation fee of either ten percent (10%) of the **Agreement** Purchase Price or twenty-five dollars (\$25), whichever is less. **We** may cancel this **Agreement** during the first thirty (30) days of the **Agreement** Purchase Date for any reason. After thirty (30) days, **We** may cancel this **Agreement** due to **Your** material misrepresentation or fraud at time of sale, or **Your** failure to pay the **Agreement** Purchase Price. If **We** cancel this **Agreement**, **We** or the Dealer will refund **You** one hundred percent (100%) of the **Agreement** Purchase Price, less any claims paid by **Us**. No cancellation fee will apply in the event **We** cancel this **Agreement**. Any refund will be sent to the Covered **Vehicle's** lienholder unless the lien is satisfied. Item (2) of the Cancellation section is deleted in its entirety. **DISPUTE RESOLUTION/ARBITRATION AGREEMENT AND CLASS ACTION WAIVER** section is amended as follows: The arbitrators shall not have the power to commit errors of law or legal reasoning, and the award may be vacated or corrected on appeal to a court of competent jurisdiction for any such error. All arbitration shall be handled in accordance with the California Arbitration Act (California Code of Civil Procedure, Section 1280). All references to Commercial arbitration rules are replaced with Consumer arbitration rules. The class action waiver is deleted in its entirety. The fees and costs are amended to comply with California Code of Civil Procedure, Section 1284.3. The clause stating "It is understood and agreed that the transaction evidenced by this **Agreement** takes place in and substantially affects interstate commerce" is removed in its entirety. Performance to **You** under this **Agreement** is guaranteed by a California approved insurance company. **You** may file a claim with this insurance company if any promise made in the **Agreement** has been denied or has not been honored within sixty (60) days after your request. The name and address of the insurance company is: Old Republic Insurance Company, P.O. Box 35008, Tulsa, OK 74153-0008. If you are not satisfied with the insurance company's response, **You** may contact the California Department of Insurance at 1-800-927-4357 or access the department's Internet Web site (www.insurance.ca.gov).

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 **Agreement**. Policy Number: T3-05-0004.

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

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

FLORIDA: CANCELLATION, is revised as follows:

(2) is deleted and replaced with the following: If the **Vehicle** and this **Agreement** have been financed, the lienholder may cancel this **Agreement** for non-payment, or if the **Vehicle** has been declared a total loss or has been repossessed. The rights under this **Agreement** are transferred to the lienholder and the lienholder is also entitled to any refund. If the lienholder cancels this **Agreement** within sixty (60) days of the **Agreement** Purchase Date a full refund of the total **Agreement** Purchase Price, less any claim(s) paid, will be provided. If the lienholder cancels this **Agreement** after sixty (60) days from the **Agreement** Purchase Date, a pro-rata refund of the **Agreement** Purchase Price, based on the number of days the **Agreement** was in force compared to the total **Agreement** Term, less claim(s) paid and less the applicable cancellation fee in the amount of fifty dollars (\$50.00) or ten (10%) percent of the amount of the pro-rata refund, will be provided. If a refund is owed, the refund will be paid or credited within thirty (30) days from the date the **Seller** or **We** receive notice of the request to cancel or sooner if required by state law. The lienholder, if any, will be named on a cancellation refund check as their interest may appear.

(3) is deleted and replaced with the following: **You** may cancel this **Agreement** at any time by submitting a written request to **Us** or the **Seller** containing a copy of **Your Agreement**. If **You** cancel this **Agreement** within the first sixty (60) days from the **Agreement** Purchase Date, **You** will receive a full refund of the **Agreement** Purchase Price, less any claims paid or made on **Your Agreement**. If **You** cancel this **Agreement** after sixty (60) days from the **Agreement** Purchase Date, **You** will receive a pro-rated refund of the **Agreement** Purchase Price, based on the number of days the **Agreement** was in force compared to the total **Agreement** Term, less a fifty-dollar (\$50.00) cancellation fee or ten percent (10%) of the unearned pro rata refund, whichever is less. Refunds will be payable to the lienholder, if applicable. In the event of **Your** cancellation of

this **Agreement**, any refund owed will be paid or credited no more than thirty (30) days from the date **We** or the **Seller** receive notice of the request to cancel or sooner if required by state law.

(5) is deleted and replaced with the following: If **We** cancel this **Agreement** within the first sixty (60) days of the **Agreement** Purchase Date, a full refund of the **Agreement** Purchase Price will be issued, less any claims paid. After the **Agreement** has been in effect for sixty (60) days, it cannot be cancelled by **Us** unless there has been a material misrepresentation or fraud at time of sale; **You** have failed to maintain the **Vehicle** as prescribed by the manufacturer; the odometer has been tampered with or disabled and **You** have failed to repair the odometer; or for non-payment of **Agreement** Purchase Price by **You**, in which case **We** shall provide **You** notice of cancellation by certified mail. If **We** cancel this **Agreement** after sixty (60) days, **You** will be refunded one hundred percent (100%) of the **Agreement** Purchase Price, based on the number of days the **Agreement** was in force compared to the total **Agreement** Term. **We** will not charge a cancellation fee if this **Agreement** is cancelled by **Us**. If **We** cancel this **Agreement**, notice outlining the specific nature of the reason for cancellation and the date of cancellation will be mailed to **You** at least five (5) days prior to the date of cancellation. **We** are liable for any claims report if the claim is reported and approved prior to the effective date of cancellation and is covered by the **Agreement**. In the event of **Our** cancellation of this **Agreement**, any refund owed will be paid or credited no more than thirty (30) days from the effective date of cancellation by **Us** or **Our** designee or sooner if required by state law.

TRANSFER FEE: The transfer fee is forty dollars (\$40.00).

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

This **Agreement** 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**.

GEORGIA: CANCELLATION, (3), is amended as follows: If **You** cancel the **Agreement** within thirty (30) days of the **Agreement** 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 (\$50.00), whichever is less. If **You** have cancelled this **Agreement** 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 **Agreement**. 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 **Agreement** 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.

The **Service Agreement Provider** section is amended as follows: **We** may cancel this **Agreement** for non-payment of the **Agreement** 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 **Agreement** is cancelled after the first thirty (30) days or a claim has been filed, **We** will refund an amount of the **Agreement** Purchase Price according to the pro-rata method based on the number of days the **Agreement** was in force compared to the total **Agreement** Term.

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 **DISPUTE RESOLUTION/ARBITRATION AGREEMENT AND CLASS ACTION WAIVER** section is deleted in its entirety.

The funding party and lienholder may only cancel for nonpayment in the event of total loss or repossession of the **Vehicle**.

HAWAII: CANCELLATION (3), is amended as follows: If **You** cancel this **Agreement** 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.

The **Service Agreement Provider** section is amended as follows: If **We** cancel this **Agreement**, **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, (3), is amended as follows: Claims paid will not be deducted from **Your** cancellation refund amount.

If **You** need 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 **Agreement** is not guaranteed by the Idaho Insurance Guarantee Association.

OBLIGATIONS is amended as follows: Obligations of the **Obligor** under this **Agreement** 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, **You** are entitled to make a claim directly against the insurance company referenced in this section.

ILLINOIS: CANCELLATION section is amended as follows: If **You** elect cancellation, **We** may retain a cancellation fee not to exceed the lesser of ten percent (10%) of the **Agreement** Purchase Price or fifty dollars (\$50.00).

Your Agreement is amended to include: **Normal wear and tear is covered except where excluded herein.**

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

OBLIGATIONS is amended as follows: Obligations of the **Obligor** under this **Agreement** 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, **You** are entitled to make a claim directly against the insurance company referenced in this section.

IOWA: CANCELLATION, (3), is amended as follows: If cancelled after the first thirty (30) days, the cancellation fee for cancellation by the **Agreement Holder** can be no more than ten percent (10%) of the **Agreement** Purchase Price or fifty dollars (\$50.00) whichever is less. If **You** cancel this **Agreement** 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 **Agreement** to **Us**.

The **Service Agreement Provider** section is amended as follows: If **We** cancel this **Agreement**, 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 may only 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 **Agreement** 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, **You** are entitled to make a claim directly against the insurance company referenced in this section.

For reimbursements for EMERGENCY REPAIRS please call **Our** Claims Department at (833) 860-3700 on the next normal business day during business hours for instructions.

LOUISIANA: CANCELLATION (3), is amended 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 **Agreement** to **Us**.

The **Service Agreement Provider** section is amended as follows: **We** shall mail a written notice to the **Agreement Holder** at the last known address of the **Agreement 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 **Agreement Holder** to **Us**, or a substantial breach of duties by the **Agreement Holder** relating to the covered **Vehicle** or its use.

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

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

The **DISPUTE RESOLUTION/ARBITRATION AGREEMENT AND CLASS ACTION WAIVER** section is voluntary and non-binding.

If **You** need 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, (3), is deleted and replaced with the following: The **Agreement Holder** may cancel this **Agreement** within thirty (30) days of the **Agreement** Purchase Date and receive a full refund of the total **Agreement** Purchase Price plus any applicable sales tax, less any claims paid. The **Agreement Holder** may cancel this **Agreement** after thirty (30) days and receive a pro-rata refund of the total **Agreement** Purchase Price based on the number of days the **Agreement** was in force compared to the total **Agreement Term**, less the applicable cancellation fee, in the amount of fifty dollars (\$50.00) or ten percent (10%) of the **Agreement** Purchase Price, whichever is less. The **Term** of this **Agreement** for cancellation purposes will be based on the **Agreement** Purchase Date. Refunds issued hereunder shall be issued less the value of any services received by the **Agreement 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 **Agreement 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 **Agreement** to **Us**.

The **Service Agreement Provider** section is amended as follows: **We** shall mail a written notice to the **Agreement Holder** at the last known address of the **Agreement 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 **Service Agreement Provider** cancels this **Agreement** within the first thirty (30) days of the **Agreement** Purchase Date, a full refund of the total **Agreement** Purchase Price will be issued. If the **Service Agreement Provider** cancels this **Agreement** after thirty (30) days, **We** shall refund to the **Agreement Holder** one hundred percent (100%) of the unearned pro rata **Agreement** 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 **Agreement** Purchase Price, within sixty (60) days after proof of loss has been filed, **You** are entitled to make a claim directly against the insurance company listed in this section.

For reimbursements for EMERGENCY REPAIRS please call **Our** Claims Department at (833) 860-3700 on the next normal business day during business hours for instructions.

MARYLAND: CANCELLATION (3) is deleted in its entirety and replaced with the following: If **You** are the original **Agreement Holder** and **You** cancel this **Agreement** within thirty (30) days of the original **Agreement** Purchase Date, a full refund will be issued, less any claims paid. If **You** cancel this **Agreement** after thirty (30) days, **You** will receive a pro-rata refund of the total **Agreement** Purchase Price based on the number of days the **Agreement** was in force compared to the total **Agreement Term**. The **Term** of this **Agreement** for cancellation purposes will be based on the **Agreement** Purchase Date. Refunds hereunder shall be issued less the value of any services received by the **Agreement Holder** (including

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claims paid). The cancellation fee does not apply in Maryland. A ten percent (10%) penalty per month of the **Agreement** Purchase Price shall be added to a refund that is not paid within forty-five (45) days of return of this **Agreement** 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** receives notice of cancellation from the **AGREEMENT HOLDER**.

The **Service Agreement Provider** section is amended as follows: After forty-five (45) days, **We** cannot cancel this **Agreement** except, when there exists: (1) a material misrepresentation or fraud at the time of sale of the **Agreement**; (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 **Agreement** 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 **Agreement**.

The **DISPUTE RESOLUTION/ARBITRATION AGREEMENT AND CLASS ACTION WAIVER** section is deleted in its entirety.

This **Agreement** will be extended automatically if the **Obligor** fails to perform the services under the **Agreement**. Likewise, this **Agreement** does not terminate until the services are provided in accordance with the terms of the **Agreement**. **OBLIGATIONS** is amended as follows: 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 this section.

MASSACHUSETTS: CANCELLATION is amended as follows: If **You** are the original **Agreement Holder** and **You** cancel this **Agreement** within thirty (30) days of the **Agreement** Purchase Date, **You** will receive a refund within forty-five (45) days of return of this **Agreement** to **Us**; otherwise a ten percent (10%) penalty per month shall be added to a refund. The **Obligor** of this **Agreement** is the **Seller** listed on the **Schedule Page**.

MINNESOTA: CANCELLATION, (3), is amended as follows: A ten percent (10%) penalty per month must be added to a refund that is not paid or credited within forty-five (45) days after return of the **Agreement** to the **Administrator**.

The **Service Agreement Provider** section is amended as follows: If **We** cancel the **Agreement**, 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 **Agreement** Purchase Price, material misrepresentation or substantial breach of duties by **You**.

MISSISSIPPI: CANCELLATION, (3) is amended as follows: Cancellation fee may not exceed ten percent (10%) of the **Agreement** 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 **Agreement** to **Us**.

The **Service Agreement Provider** section is amended as follows: If **We** cancel the **Agreement**, written notice of such cancellation will be mailed to **You** not less than thirty (30) days prior to the effective date of such cancellation and will state the reason for cancellation; ten (10) days written notice will be mailed to **You** for non-payment of the **Agreement** Purchase Price, material misrepresentation, or substantial breach of duties by the **Agreement Holder** relating to the **Vehicle** or its use. If **We** cancel this **Agreement** within the first thirty (30) days of the **Agreement** Purchase Date, a full refund of the **Agreement** Purchase Price will be issued, less any claims paid. After thirty (30) days, a pro-rata refund of the total **Agreement** Purchase Price based on the number of days the **Agreement** was in force compared to the total **Agreement Term** will be issued less the amount of any claims paid. This **Agreement** is not supported by a manufacturer or distributor.

IMPORTANT NOTICE ABOUT **YOUR** COVERAGE:

- 1.) This **Agreement** includes a binding **DISPUTE RESOLUTION/ARBITRATION AGREEMENT AND CLASS ACTION WAIVER**.
- 2.) The **DISPUTE RESOLUTION/ARBITRATION AGREEMENT AND CLASS ACTION WAIVER** 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 **Agreement Holder** under this **Agreement**, **You** must resolve any dispute related to the **Agreement** by binding arbitration instead of a trial in court, including a trial by jury.
- 6.) Binding arbitration generally takes the place of resolving disputes by a judge and jury.
- 7.) Should **You** need additional information regarding the binding arbitration provision in the **Agreement**, **You** may contact 833-860-3700.

MISSOURI: CANCELLATION, (3) is amended as follows: If the **Agreement Holder** cancels within thirty (30) days of the **Agreement** Purchase Date, and a claim has been made, a full refund of the total **Agreement** Purchase Price will be made less any claims that have been paid. If the **Agreement Holder** cancels within the first thirty (30) days of the **Agreement** Purchase Date, a ten percent (10%) penalty per month shall be added to a refund that is not made within forty-five (45) days of return of this **Agreement** to **Us**. The applicable free-look time period on this **Agreement** shall only apply to the original **Agreement Holder**. If the **Agreement Holder** cancels the **Agreement**, written notice of such cancellation will be delivered to the **Agreement Holder** by registered mail within forty-five (45) days of the date of termination.

OBLIGATIONS is amended as follows: Obligations of the **Obligor** under this **Agreement** 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, **You** are entitled to make a claim directly against the insurance company referenced in this section.

For reimbursements for EMERGENCY REPAIRS please call **Our** Claims Department at (833) 860-3700 on the next normal business day during business hours for instructions.

MONTANA: CANCELLATION, Service Agreement Provider section is amended as follow: If **We** cancel this **Agreement**, **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 **Agreement Holder** relating to the **Vehicle** or its use.

NEBRASKA: The **DISPUTE RESOLUTION/ARBITRATION AGREEMENT AND CLASS ACTION WAIVER** section is deleted in its entirety and replaced with the following: Any claim or dispute in any way related to this **Agreement**, by a person covered under this **Agreement** against **Us** or **Us** against a person covered under this **Agreement**, may be resolved by arbitration only upon mutual consent of the parties. Arbitration pursuant to this 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, (3), is deleted in its entirety and replaced with the following: **You** may cancel this **Agreement** by submitting a written request to the **Administrator** or **Seller** containing a copy of **Your Agreement**. During the first thirty (30) days from the **Agreement** Purchase Date, **We** or the **Seller** will refund **You** one hundred percent (100%) of the **Agreement** Purchase Price. After the first thirty (30) days from the **Agreement** Purchase Date, **We** will refund **You** a pro-rated amount of the **Agreement** Purchase Price based on the number of days the **Agreement** was in force compared to the total **Agreement Term**, less a twenty-five dollar (\$25.00) cancellation fee, within thirty (30) days after the **Agreement** has been returned to **Us**. A ten percent (10%) penalty per month shall be added to a refund that is not made within thirty (30) days of return of this **Agreement** 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** receives notice of cancellation from the **Agreement Holder**.

The **Service Agreement Provider** section is deleted in its entirety and replaced with the following: **We** may cancel this **Agreement** during the first thirty (30) days of the **Agreement** Purchase Date for any reason. After thirty (30) days, **We** may cancel this **Agreement** for material misrepresentation or fraud by **You** at time of sale or non-payment of **Agreement** Purchase Price by **You**. If **We** cancel this **Agreement**, **We** or the **Seller** will refund **You** one hundred percent (100%) of the **Agreement** Purchase Price. No claims paid on **Your Agreement** will ever be deducted from any refund issued pursuant to this **Agreement** in Nevada. If **We** cancel this **Agreement**, no cancellation will become effective until at least fifteen (15) days after the notice of cancellation is mailed to **You**. If **Your Agreement** is financed, the lender has the right to receive any portion of the cancellation refund amounts. If **Your Vehicle** is repossessed, stolen or declared a total loss, **You** authorize the Lender to cancel this **Agreement**. In either case, no cancellation will become effective until at least fifteen (15) days after the notice of cancellation is mailed to **You**. If the **Service Agreement Provider** cancels this **Agreement** and a refund is owed, the refund will be paid or credited within thirty (30) days from the effective date of the cancellation.

This **Agreement** is non-renewable. Transfer fee may not exceed twenty-five (\$25.00) dollars.

This **Agreement** 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 **Agreement** 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 **Agreement**. If **You** are not satisfied with the manner in which **We** are handling the claim on the **Agreement**, **You** may contact the Commissioner by use of the toll-free number of the Division, (888) 872-3234 or <http://doi.nv.gov/>.

The **DISPUTE RESOLUTION/ARBITRATION AGREEMENT AND CLASS ACTION WAIVER** section is deleted in its entirety.

NEW HAMPSHIRE: CANCELLATION, is amended as follows: The cancellation fee may not exceed ten (10%) percent of the amount paid by the **Agreement Holder** or fifty dollars (\$50.00), whichever is less. Claims paid will not be deducted from **Your** cancellation refund amount.

If **You** have any questions regarding this **Agreement**, **You** may contact **Us** by mail or by phone. Refer to the front of this **Agreement** for **Our** address and toll-free number. In the event **You** do not receive satisfaction under this **Agreement**, **You** may contact the New Hampshire Insurance Department at the following address: 21 South Fruit Street, Suite 14, Concord, New Hampshire 03301 (603) 271-2261.

The **DISPUTE RESOLUTION/ARBITRATION AGREEMENT AND CLASS ACTION WAIVER** is subject to N.H. Rev. Stat. 542.

NEW JERSEY: 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.

CANCELLATION, (3), is amended as follows: If **You** request cancellation of this **Agreement** within thirty (30) days of the **Agreement** Purchase Date, a ten percent (10%) penalty per month of the **Agreement** Purchase Price will be added to the refund that is not made within forty-five (45) days of return of this **Agreement** to **Us**.

The **Service Agreement Provider** section is amended as follows: If **We** cancel this **Agreement**, **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 **Agreement** Purchase Price; a material misrepresentation by **You** to **Us**; or substantial breach of duties by **You** relating to the **Vehicle** or its use.

NEW MEXICO: CANCELLATION, (3) is amended as follows: If the **Agreement Holder** cancels this **Agreement** thirty (30) days after the **Agreement** Purchase Date, a refund of 100% of the unearned pro rata **Agreement** Purchase Price will be provided, less a cancellation fee of fifty dollars (\$50.00) or ten percent (10%) of the **Agreement** Purchase Price, whichever is less, and less any claims paid. If the **Agreement Holder's** refund

is not returned within sixty (60) days of return of this **Agreement** 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.

The **Service Agreement Provider** section is amended as follow: No **Agreement** that has been in effect for at least seventy (70) days will be cancelled by **Us** before the expiration of the agreed term of one (1) year after the **Agreement** Purchase Date, whichever occurs first, except on any of the following grounds: **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 **Agreement**; Discovery of fraud or material misrepresentation by **You** in obtaining the **Agreement** or in presenting a claim for service there under; or Discovery of either of the following if it occurred after the **Agreement** Purchase Date and substantially and materially increased the service required under the **Agreement**: a) An act or omission by **You**; or b) **Your** violation of any condition of the **Agreement**. If **We** cancel the **Agreement**, notice of such cancellation will be delivered to **You** by registered mail fifteen (15) days prior to cancellation. The notice of cancellation will state the reason for cancellation and will include any reimbursement required. The cancellation will be effective as of the date of termination as stated in the notice of cancellation.

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, (3), is amended as follows: If this **Agreement** is originally delivered to **You** by mail, **You** may cancel this **Agreement** within thirty (30) days after the **Agreement** was mailed to **You** and receive a full refund of the **Agreement** Purchase Price provided no claim has been made under the **Agreement**. If a full refund is due to **You** under this **Agreement**, a ten percent (10%) penalty per month will be added to the refund if it is not made within thirty (30) days of return of the **Agreement** to **Us**.

The **Service Agreement Provider** section is amended as follows: If the **Obligor** cancels, a notice of cancellation will be sent to the **Agreement 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 **Agreement Holder** at least fifteen (15) days prior to cancellation.

If **You** need 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 **Agreement** 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, **You** are entitled to make a claim directly against the insurance company referenced in this section.

This **Agreement** is amended to include: This **Agreement** 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 **Agreement** (**Pre-existing** conditions) and Incidental or consequential damages, except as expressly provided otherwise in this **Agreement**, including personal injury, physical damage, loss of use, loss of time, storage charges, inconvenience, and commercial loss.

This Agreement 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, (3) is amended as follows: a fifty-dollar (\$50.00) cancellation fee or ten percent (10%) of the pro rata refund amount, whichever is less, is applicable.

The **Service Agreement Provider** section is amended as follows: **We** may only cancel this **Agreement** for non-payment of the **Agreement** Purchase Price or for a direct violation of the **Agreement** by **You**.

OHIO: CANCELLATION, (3), is amended as follows: In the event **You** cancel the **Agreement** and no refund is received, **You** may contact the insurance company indicated in the **OBLIGATIONS** section of this **Agreement** for **Your** refund. This **Agreement** 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 **Agreement** 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, **You** are entitled to make a claim directly against the insurance company referenced in this section.

OKLAHOMA: CANCELLATION, (3), is deleted in its entirety and replaced with the following: **You** may cancel this **Agreement** by submitting a written request to the **Administrator** or **Seller** containing a copy of **Your Agreement**. If **You** cancel during the first thirty (30) days from the **Agreement** Purchase Date, and no claim has been authorized or paid, **We** or the **Seller** will refund **You** one hundred percent (100%) of the **Agreement** Purchase Price. After the first thirty (30) days from the **Agreement** Purchase Date, or if a claim was made within the first thirty (30) days, **We** or the **Seller** shall provide a refund of one hundred percent (100%) of the unearned pro-rata premium, based on the number of days the **Agreement** was in force compared to the total **Agreement Term**, less the cost of service provided under this **Agreement** and less a cancellation fee of 10% of the unearned pro rata premium or fifty dollars (\$50.00), 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** receives notice of cancellation from the **Agreement Holder**.

The **Service Agreement Provider** section is amended as follows: **We** may cancel this **Agreement** during the first thirty (30) days of the **Agreement** Purchase Date for any reason. After thirty (30) days, **We** may cancel this **Agreement** for material misrepresentation or fraud at time of sale or for non-payment of **Agreement** Purchase Price. If **We** cancel this **Agreement**, **We** or the **Seller** will refund **You** one hundred percent (100%) of the **Agreement** Purchase Price, less the cost of service provided under this **Agreement**. If **Your Agreement** is financed, the lienholder has the right to receive any portion of the cancellation refund amounts. If **Your Vehicle** is repossessed, stolen, or declared a total loss, **You** authorize the lienholder to cancel this **Agreement**.

Oklahoma service warranty statutes do not apply to commercial use references in service warranty agreements. Coverage afforded under this **Agreement** is not guaranteed by the Oklahoma Insurance Guaranty Association.

The **DISPUTE RESOLUTION/ARBITRATION AGREEMENT AND CLASS ACTION WAIVER** section is amended as follows: While arbitration is mandatory, the outcome of any arbitration shall be non-binding on the parties, and either party shall, following arbitration, have the right to reject the arbitration award and bring suit in a district court of Oklahoma.

OREGON: If **You** have any questions regarding this **Agreement**, 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 (833) 860-3700 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.

Arbitration is not applicable for Oregon residents; any arbitration must be by mutual agreement and conducted under local rules as required under ORS Chapter 36.

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 **Agreement**: In addition to the dealer warranty required by this law, **You** have elected to purchase this **Agreement**, 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 **Agreement**. The required dealer warranty is provided free of charge. Furthermore, the definitions, Coverages and exclusions stated in this **Agreement** apply only to this **Agreement** and are not the terms of the required dealer warranty.

SOUTH CAROLINA: CANCELLATION, (3), is amended as follows: A ten percent (10%) penalty per month shall be added to a refund that is not made within forty-five (45) days of return of this **Agreement** to **Us**.

The **Service Agreement Provider** section is revised as follows: If **We** cancel this **Agreement** 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, (3), is deleted in its entirety and replaced with the following: If the **Agreement Holder** cancels this **Agreement** before the thirty-first (31) day of the **Agreement** Purchase Date, the **Agreement Holder** will receive a full refund of the total **Agreement** Purchase Price. If a claim has been incurred before the thirty-first (31) day, the **Agreement Holder** shall receive a full refund of the **Agreement** Purchase Price less claims paid. If the **Agreement Holder** cancels this **Agreement** after the thirty-first (31) day, the **Agreement Holder** will receive a pro-rata refund of the total **Agreement** Purchase Price, based on the number of days the **Agreement** was in force compared to the total **Agreement Term**, less claims paid and the applicable cancellation fee in the amount of fifty dollars (\$50.00). The **Term** of this **Agreement** for cancellation purposes will be based on the **Agreement** 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** receives notice of cancellation from the **Agreement 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 **Agreement** to **Us**.

The **Service Agreement Provider** section is amended as follows: If **We** cancel this **Agreement** for any reason other than non-payment of the **Agreement** Purchase Price or material misrepresentation by **You** to **Us**, **We** shall mail a written notice of cancellation to **You** at the last known address before the fifth (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 **Agreement**.

If **You** have any questions regarding the regulation of this **Agreement** or a complaint against **Us**, **You** may contact the Texas Department of Licensing and Regulation at 920 Colorado, Austin, Texas 78701 or P.O. Box 12157, Austin, Texas 78711, (800) 803-9202.

UTAH: CANCELLATION, **Service Agreement Provider** section is amended as follows: This **Agreement** 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 **Agreement**, **We** will mail to **You** written notice of cancellation at least thirty (30) days before the cancellation date. However, if **We** cancel this **Agreement** within the first sixty (60) days after the **Agreement** 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 **Agreement** is not guaranteed by the Property and Casualty Guarantee Association. This **Agreement** or warranty is subject limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department.

If **You** need 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: In the event the **Obligor** fails to pay any claim within sixty (60) days, or if the **Obligor** becomes insolvent or ceases to conduct business during the **Term** of this **Agreement**, **You** may file a direct claim with the insurer as designated above. To do so, please call the following number for instructions: (800) 331-3780. The **DISPUTE RESOLUTION/ARBITRATION AGREEMENT AND CLASS ACTION WAIVER** 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, Service Agreement Provider section is amended as follows: **We** may only cancel this **Agreement** for fraud or material misrepresentation affecting the **Agreement** or the presentation of a claim there under, non-payment of the **Agreement** Purchase Price, or violation of any of the terms or conditions of the **Agreement**. If **We** cancel this **Agreement** for non-payment, **We** will provide a written notice within fifteen (15) days of the cancellation date. If **We** cancel this **Agreement** for any other reason, **We** will provide a written notice with the reason for cancellation by certified mail within forty-five (45) days of the cancellation date.

VIRGINIA: If any promise made in the **Agreement** has been denied or has not been honored within sixty (60) days after **Your** request, **You** may contact the Virginia Department of Agriculture and Consumer Services, Office of Charitable and Regulatory Programs at www.vdacs.virginia.gov/food-extended-service-contract-providers.shtml to file a complaint.

WASHINGTON: CANCELLATION, (3), is deleted in its entirety and replaced with the following: How **You** May Cancel This **Agreement**: **You** may cancel this **Agreement** by surrendering **Your** copy of this **Agreement** 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 **Agreement** within the first thirty (30) days and no claims have been filed, **We** will refund the entire **Agreement** 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 **Agreement** to the **Administrator** or to **Us**. If this **Agreement** is canceled after the first thirty (30) days or a claim has been filed, **We** will refund the unearned **Agreement** Purchase Price to **You** calculated on a pro-rata basis based on the number of days the **Agreement** was in force compared to the total **Agreement Term**, less a cancellation fee of twenty-five dollars (\$25.00). 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** receives notice of cancellation from the **Agreement Holder**. In the event of cancellation, the lienholder identified on the **Schedule Page**, if any, will be named on a cancellation refund check as its interest may appear. If the **Vehicle** and this **Agreement** have been financed, the lienholder shown on the **Schedule Page** may cancel this **Agreement** 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 **Agreement** to the lienholder or otherwise entitle the lienholder to performance under this **Agreement**.

The **Service Agreement Provider** section is deleted in its entirety and replaced with the following: **Our Right To Cancel This Agreement**: **We** may cancel this **Agreement** based on one or more of the following reasons: (1) non-payment of the **Agreement** Purchase Price; (2) a material misrepresentation made by **You**; or (3) a substantial breach of duties by **You** under the **Agreement** relating to the **Vehicle** or its use. If this **Agreement** is canceled by **Us** within thirty (30) days of the **Agreement** Purchase Date, a full refund of the total **Agreement** Purchase Price will be issued. If this **Agreement** is cancelled by **Us** after thirty (30) days, a pro-rata refund of the total **Agreement** Purchase Price based on the number of days the **Agreement** was in force compared to the total **Agreement Term** will be issued. In the event of cancellation, the lienholder identified on the **Schedule 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 **Agreement** 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 **Agreement** to the **Agreement 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 **Agreement** and the **Obligor** may not cancel the **Agreement** and is fully obligated under the terms of the **Agreement** sold to the **Agreement Holder**. If **We** cancel this **Agreement** 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 **Agreement** is insured by an insurance policy issued to **Us** by the insurance company listed in the **OBLIGATIONS** section of this **Agreement** (Policy No. T3-46-0244). If **You** cancel this **Agreement**, **You** may apply for a refund with the insurance company. **You** may file a claim directly with the insurance company without restrictions. The warranty of merchantability on the **Vehicle** is not waived if the

Agreement 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 **Agreement**.

If **You** need 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 **DISPUTE RESOLUTION/ARBITRATION AGREEMENT AND CLASS ACTION WAIVER** section is amended to add the following: The Insurance Commissioner of Washington is the Service Provider's attorney to receive service of process in any action, suit or proceeding in any court, and the state of Washington has jurisdiction of any civil action in connection with this **Agreement**. Arbitration proceedings shall be held at a location in closest proximity to the service **Agreement Holder's** permanent residence.

WASHINGTON D.C.: CANCELLATION, (3), is amended as follows: If the **Agreement 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 **Agreement** and upon receipt of the **Administrator**. The cancellation fee may not exceed ten (10%) percent of the **Agreement** Purchase Price or fifty dollars (\$50.00), whichever is less.

The **Service Agreement Provider** section is amended as follows: In the event of cancellation by the **Obligor**, the notice of cancellation will include the effective date of, and reason for, the cancellation.

This Agreement 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, (3), is amended 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 **Agreement**.

The **DISPUTE RESOLUTION/ARBITRATION AGREEMENT AND CLASS ACTION WAIVER** 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, (3), is amended as follows: The **Agreement Holder** may cancel this **Agreement** for any reason within thirty (30) days of the **Agreement** Purchase Date, or thirty (30) days from mailing if the **Agreement** 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 **Agreement** for any reason after thirty (30) days and receive a pro-rata refund of the total **Agreement** Purchase Price based on the number of days the **Agreement** was in force compared to the total **Agreement Term**, less the cancellation fee. The cancellation fee may not exceed the lesser of fifty (\$50.00) dollars or ten percent (10%) of the amount paid by the **Agreement Holder**. 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 **Agreement** to the **Obligor** or **Administrator**.

The **Service Agreement Provider** section is amended as follows: **We** may only cancel this **Agreement** for non-payment of the **Agreement** 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 **Agreement** within thirty (30) days of the **Agreement** Purchase Date, a full refund of the total **Agreement** Purchase Price will be issued. At any other time **We** will refund 100% of the unearned pro-rata **Agreement** Purchase Price, based on the number of days the **Agreement** was in force compared to the total **Agreement Term** will be issued, less any claims paid. In the event of a total loss within thirty (30) days of the **Agreement** Purchase Date of property covered by the **Agreement** that is not covered by a replacement of the property pursuant to the terms of the **Agreement**, an **Agreement Holder** shall be entitled to cancel the **Agreement** and receive a full refund of the total **Agreement** Purchase Price, less any claims paid. In the event of a total loss after thirty (30) days of the **Agreement** Purchase Date of property covered by an **Agreement** that is not covered by a replacement of the property pursuant to the terms of the **Agreement**, an **Agreement Holder** shall be entitled to cancel the **Agreement** 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 **Agreement Holder** provides proof of loss, or if the **Obligor** becomes insolvent or otherwise financially impaired, the **Agreement Holder** may file a claim directly with the insurance company, listed in the **OBLIGATIONS** section of this **Agreement**, 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 AGREEMENT IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE.**

WYOMING: CANCELLATION, (3), is amended as follows: If a full refund is due to **You** under this **Agreement**, a ten percent (10%) penalty per month will be added to the refund if it is not made within forty-five (45) days of return of this **Agreement** to **Us**.

Service Agreement Provider section is amended as follows: The **Obligor** of the **Agreement** shall mail a written notice to the **Agreement Holder** at the last known address of the **Agreement 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 **Agreement** Purchase Price, a material misrepresentation by the **Agreement Holder** to the **Obligor** or a substantial breach of duties by the **Agreement Holder** relating to the **Vehicle** or its use. The notice shall state the effective date of the cancellation and the reason for cancellation.

TO TRANSFER THIS **AGREEMENT**, COMPLETE THE FOLLOWING AND MAIL IT ALONG WITH A PHOTOCOPY OF THE FRONT OF THIS **AGREEMENT** TO: THE **ADMINISTRATOR**. I am transferring this **Agreement** in accordance with the provisions stated in the **Agreement**. In order to transfer I am enclosing with this Application a \$50.00 check or money-order payable to: **Administrator** (If applicable).

Name of New Owner: _____ *Date of Transfer:* _____

Address: _____ *City, ST, Zip:* _____

Signature of Vehicle Purchaser: _____ *Signature of Vehicle Seller:* _____

Verification that the **Vehicle** has been maintained as required by this **Agreement** must be supplied by the **Vehicle Seller** to the **Vehicle** purchaser. Transfer will be valid when **Vehicle** purchaser receives a confirmation letter from **Administrator**.