



**SERVICE AGREEMENT
DECLARATIONS**

PURCHASER INFORMATION

NAME	PHONE	EMAIL ADDRESS	
MAILING ADDRESS	CITY	STATE	ZIP CODE

SELLER INFORMATION

SELLER NAME	PHONE	EMAIL ADDRESS	
MAILING ADDRESS	CITY	STATE	ZIP CODE

VEHICLE INFORMATION

YEAR	MAKE	MODEL
CONTRACT NUMBER	CURRENT ODOMETER READING	VIN # (MUST BE 17 DIGITS)

SERVICE AGREEMENT INFORMATION

SALE DATE	MONTHLY AGREEMENT PRICE
COVERAGE AmberCare Premium	DEDUCTIBLE \$100.00 / \$250.00

THIS SERVICE AGREEMENT REQUIRES A MANDATORY 25-DAY WAITING PERIOD FROM THE INITIAL PAYMENT DATE BEFORE COVERAGE TAKES EFFECT, UNLESS WAIVED BY AMBER. WAITING PERIOD WAIVED: ☐ YES ☐ NO

APPLICANT'S ACKNOWLEDGMENT

The undersigned purchaser of this Agreement has read the entire Agreement. The Declarations Section identifies the Coverage selected. The specific components covered are identified in the Coverage Section. FOR REQUIREMENTS AND/OR DISCLOSURES THAT APPLY SPECIFICALLY TO YOU, PLEASE REVIEW THE SPECIAL STATE REQUIREMENTS SECTION OF THIS AGREEMENT. SPECIAL STATE REQUIREMENTS SUPERCEDE ANY AND ALL APPLICABLE PORTIONS OF THE APPLICANT'S ACKNOWLEDGEMENT SECTION OF THIS APPLICATION.

By initialing the box _____, I agree that I have reviewed all material conditions that I must meet to maintain coverage under this Agreement, including, but not limited to, the maintenance requirements contained herein in Section IV, and the "Claim Procedures" requirements found in Section VI; I further agree that I have reviewed the Waiting Period of twenty-five (25) days from the Initial Payment Date before my coverage takes effect under Section III, unless waived as indicated above; I further agree that I have reviewed the covered parts and exclusions found in Sections V and VI; I further agree that I have reviewed any time or mileage limitations contained in the Declarations page and Section III; I further agree that the implied warranty of merchantability on the motor vehicle is not waived if the Agreement has been purchased within ninety (90) days of the purchase date of the motor vehicle from a provider or service contract seller who also sold the motor vehicle covered by the Agreement; I further agree that I have reviewed the cancellation provisions and understand my right to receive a refund as described in Section XI and applicable state endorsements.

My signature below means that I have reviewed and understand any time or mileage limitations, coverage, maintenance requirements, and exclusions, and that the repair of non-covered components is excluded from coverage. I have reviewed the Coverage and options available. All the options I wish to purchase are clearly marked above. I have read and understand the "Your Responsibilities" Section of this Agreement. I hereby declare that I have received the Agreement and the above information is correct.

I UNDERSTAND THAT THE AGREEMENT WILL BE BETWEEN THE OBLIGOR AND MYSELF AS THE APPLICANT.

APPLICANT'S SIGNATURE _____ DATE _____

SELLER _____ AUTHORIZED SIGNATURE & TITLE _____



THIS AGREEMENT WILL AUTOMATICALLY RENEW IN ACCORDANCE WITH THE TERMS BELOW. BY SIGNING THIS AGREEMENT, YOU AUTHORIZE US TO CHARGE YOUR DESIGNATED PAYMENT METHOD EACH TERM UNTIL THIS PLAN IS CANCELLED OR NON-RENEWED.

GENERAL AGREEMENT PROVISIONS

I. NATURE OF AGREEMENT

This is a Service Agreement ("Agreement") between You and the Obligor.

II. ENTIRE AGREEMENT

This Agreement, including the terms, conditions, limitations, exceptions, definitions, and exclusions, the application form, and the Declarations Section, together with any endorsements, if any, constitute the entire Agreement. No one other than the parties hereto, by mutual agreement, may change this Agreement or waive any of its provisions. This Agreement gives You specific rights. You may have other rights, which may vary from state to state. Please see the Sections in this Agreement that reference state-specific information. The purchase of this Agreement is not a requirement for the purchase, lease, or financing of the Vehicle. This Agreement is a service contract, it is not insurance. The Obligor of this Agreement is Lexington National Warranty Services, LLC, 11426 York Road, 2nd floor, Cockeysville, Maryland 21030 (unless you are a resident of the state of Florida, in which case the obligor of this Agreement is Amber Warranty Services II, Inc., 2261 Market Street #5280, San Francisco, CA 94114, (415) 463-8792).

This Agreement includes coverage for mechanical Breakdown and is for Your sole benefit and applies only with respect to the described Vehicle. **This Agreement shall be invalidated if there has been an inaccuracy, tampering, or alteration to the odometer mileage of the Vehicle so that the Vehicle's true and actual mileage is not shown on the odometer or cannot be determined. If the odometer becomes inoperable during the term of this Agreement, You must immediately notify Us and within fifteen (15) days of the odometer becoming inoperable provide documentation proving that the odometer has been repaired.**

Provided that You do not request any changes in coverage or Vehicle, the monthly agreement price specified in Your Declarations Page shall remain effective for a period beginning on the Initial Payment Date until the date that is the one-year anniversary thereof, after which period We reserve the right to make any changes to the monthly agreement price of this Agreement upon twenty-five (25) days' prior written notice.

You authorize Us, upon Our request, to conduct a remote diagnostic check of Your Vehicle at least once every three (3) months for as long as the Agreement is in effect.

Obligations of the Obligor under this service contract are insured under an insurance policy issued by Lexington National Insurance Corporation at the following address: 11426 York Road, 2nd floor, Cockeysville, Maryland 21030. 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 Lexington National Insurance Corporation at the following address: 11426 York Road, 2nd floor, Cockeysville, Maryland 21030, or by calling the toll-free number at 888-888-2245.

III. AGREEMENT PERIOD

Coverage under this Agreement begins after the expiration of the Waiting Period (if any) which is when twenty-five (25) days have elapsed from the Initial Payment Date (such coverage effective date, the "Effective Date"). If the Waiting Period has been waived, the Effective Date shall be the Initial Payment Date. **Any Breakdown that occurs prior to or during the Waiting Period is not covered.** If this Agreement is a continuation of coverage from another contract provided by Us and there has been no lapse or interruption in coverage under the initial contract, the Waiting Period requirements are waived.

After the Initial Expiration Date, **this Agreement renews automatically on a month-to-month basis and You authorize Us to charge Your designated payment method each month until this Agreement is canceled or non-renewed.** This Agreement is not guaranteed to be renewable, and We reserve the right not to renew the



Agreement in Our sole discretion by providing You written notice of Our intent not to renew. You may also give Us written notice of Your intent not to renew, or otherwise indicate Your non-renewal via any self-service option that may be available to You in Your account or payments portal. The Waiting Period shall not apply for any Renewal Term.

IV. YOUR RESPONSIBILITIES

A. YOUR MAINTENANCE REQUIREMENTS

You must have Your Vehicle checked and serviced in accordance with the manufacturer's recommendations, as outlined in the owner's manual. **NOTE:** Your owner's manual may list different servicing recommendations based on Your individual driving habits and climate conditions. You are required to follow the maintenance schedule that applies to Your driving habits and climate conditions. Failure to follow the manufacturer's recommendations that apply to Your driving habits and climate conditions may result in the denial of coverage. If an owner's manual was not provided with Your Vehicle, You can contact Your Vehicle's manufacturer for maintenance requirements. You must also maintain Your Vehicle's odometer in operable condition or promptly repair it as set forth above.

You must retain verifiable receipts for all maintenance services proving purchases of all required parts and materials necessary to perform the required maintenance, confirming the date and mileage for the services performed. Maintenance and/or service work receipts may be requested by the Administrator.

B. TRANSFER OF MANUFACTURER'S WARRANTY

You are responsible for the transfer, and any applicable transfer fees, to retain all manufacturers' warranties available on the Vehicle listed in the Declarations Section of the Agreement. Failure to transfer the manufacturer's warranty can result in denial of a claim if the manufacturer's warranty would normally have been in effect if the transfer had been made and would have covered the Breakdown.

C. TRANSFER OF THIS AGREEMENT

During the term of this Agreement, You may transfer it to a subsequent owner of the Vehicle. The subsequent owner must also transfer the manufacturer's warranty, if available. Written evidence of all required maintenance services must be provided upon transfer. Transfer is limited to an individual purchaser of the Vehicle (not a dealer) and the title may not pass through a dealer. All terms and conditions of the original Agreement will apply to the transferee. Submission of a transfer application must be completed within thirty (30) days of the sale or transfer of the Vehicle to the subsequent owner. The transfer application may be obtained by contacting Us.

Refer to the State Endorsement section for any exceptions or additional requirements in relation to the transfer of this Agreement.

D. You must follow the claim procedures set forth in Section VII below.

V. COVERAGE

Coverage under this Agreement applies to repair or replacement of all parts or components with respect to any Breakdown, except for any repair or replacement covered by insurance or the manufacturer's warranty, and excluding parts or components listed under the "What is Not Covered" Section of this Agreement under Annex I, subject to Your Deductible and the remaining provisions of this Agreement. If a Breakdown occurs that is covered in accordance with the terms of this Agreement, We will provide for payment or reimbursement to an Authorized Repair Facility for pre-authorized expenses incurred for the repair or replacement in accordance with the provisions of this Agreement, not to exceed manufacturer's suggested retail price for parts and the repair facility's published hourly labor rate multiplied by the appropriate repair time, as published in a national labor time guide, and subject to the Deductible and other provisions of this Agreement. Reimbursement may be made directly to You for an authorized claim. Repairs and



replacements will be made with parts of like kind and quality (including any new, re-manufactured, exchanged, or serviceable used components or parts at Our option).

In the event that a Covered Part (a) experiences a Breakdown during the term of this Agreement, (b) is repaired under this Agreement, and (c) experiences a subsequent Breakdown during the term of this Agreement, Coverage under this Agreement will apply to the subsequent repair, but not to the extent that the Covered Part is covered by a parts warranty nor to the extent that the labor for such subsequent repair is covered by a labor warranty from the Authorized Repair Center. Once a Battery or Drive Unit has been repaired or replaced, however, there is no further coverage for that repaired or replaced Battery or Drive Unit.

The following provisions apply specifically to Batteries and Drive Units and will take precedence over any other terms in this Agreement in case of a conflict.

If Your Battery or Drive Unit requires repair following a Breakdown covered by this Agreement, Amber will provide for payment or reimbursement to an Authorized Repair Facility to repair the unit, or replace it with a new, reconditioned, or re-manufactured part at Amber's sole discretion. The replacement may not restore the Battery or Drive Unit to a "like new" condition but shall approximate the performance immediately prior to the Breakdown, taking into consideration factors including the age and mileage of the Vehicle.

Your Vehicle may update its software automatically to provide new features and improvements for Your Vehicle, including updates to protect and improve Battery longevity. Any noticeable changes to the performance of the Battery due to these software updates are not covered under this Agreement.

VI. CLAIM PROCEDURES

In the event of a Breakdown, You must take immediate action to prevent further damage. This Agreement will not cover the damage caused by continued operation or by not securing a timely repair of the failed component. You are responsible for observing Vehicle warning lights and gauges, or any other signs of overheating or component failure, and taking appropriate action immediately. Failure to do so may result in the denial of coverage. If Your Vehicle incurs a Breakdown, You must take the following steps:

1. If your Vehicle displays concerning alerts, exhibits drivability concerns, or becomes disabled, take it or have it towed to an Authorized Repair Facility and schedule a diagnostic inspection. Instruct the Authorized Repair Facility to proceed with a diagnostic.
2. Submit or have the Authorized Repair Facility submit to Us a dated and detailed repair estimate at claims@getamber.com exhibiting that the diagnostic has been completed; in addition to sufficient detail on the stated concern, diagnosis, and recommendation correction, repair estimate documents should be computer generated, on the Authorized Repair Facility's letterhead, and provide identifying information of the Vehicle (owner name, vehicle year, make, model, VIN, and mileage at time of diagnostic). You can always call us at 1-888-685-7942 in order to make a claim or ask questions about a possible claim.
3. **Obtain or instruct the Authorized Repair Facility to obtain a claim number from Us before any repair is made.** A claim number can be obtained from Us by calling us at 1-888-685-7942. **Should an emergency occur which requires a Breakdown repair to be made at a time when Our office is closed, You may proceed with the repair and then You must call Us no later than the next business day to determine if such repair will be covered by the Agreement.** If covered, You will be eligible for reimbursement on covered repairs provided You follow all other procedures outlined in this section.
4. Submit or have the Authorized Repair Facility submit to Us a dated and detailed repair invoice at claims@getamber.com exhibiting that the authorized repair has been completed; in addition to including sufficient detail to validate the repair (for example, parts and labor hours), repair invoice documents should be computer generated, on the Authorized Repair Facility's letterhead, and provide identifying information of the vehicle (owner name, vehicle year, make, model, VIN, and mileage at time of repair).



5. Once Your Vehicle repair is complete, have the Authorized Repair Facility call Us at 1-888-685-7942 to receive payment from Us. If the Authorized Repair Facility requires You to submit payment, please do so and call Us at 1-888-685-7942 to receive reimbursement. **Our payment to the Authorized Repair Facility or Our reimbursement to You will be subject to Your Deductible amount.**
6. Submit any invoices from tow or substitute transportation services.

VII. TOWING AND SUBSTITUTE TRANSPORTATION BENEFITS

- A. Towing: In the event of a Breakdown, We will reimburse You up to \$400.00 for Your receipted expenses to tow Your Vehicle to the nearest Authorized Repair Facility. You will be entitled to one towing reimbursement per Breakdown.
- B. Substitute Transportation: In the event of a Breakdown, We will reimburse You for Your receipted expenses for (1) a replacement vehicle (from a licensed rental agency), (2) ride sharing services, or (3) public transportation while Your Vehicle is at an Authorized Repair Facility. Reimbursement in connection with a single Breakdown will be provided to You up to a maximum of one hundred dollars (\$100) per day for a maximum of fourteen (14) days. This coverage is applicable only for days during which Your Vehicle is undergoing repairs at the Authorized Repair Facility. No coverage shall be provided for days during which Your Vehicle is at the Authorized Repair Facility because of Authorized Repair Facility scheduling conflicts or delays, or for Your inability to retrieve Your Vehicle from the Authorized Repair Facility after repairs are complete.

VIII. LIMIT OF LIABILITY

Our total aggregate limit of liability for all pending and paid claims during each one-month term of this Agreement, which shall not be reduced by an applicable deductible, shall not exceed fifteen thousand dollars (\$15,000) in the aggregate for all claims made during such term, except that a sub-limit of ten thousand dollars (\$10,000) in the aggregate for all claims made during such term shall apply for all claims that do not involve a Battery. Once a Battery or Drive Unit has been repaired or replaced under this Agreement, there is no further coverage for that repaired or replaced Battery or Drive Unit until forty-eight (48) months have elapsed from the time of the repair or replacement.

Our liability for incidental and consequential damages including, but not limited to, personal injury, physical damage, property damage, loss of use of Your Vehicle, loss of time, loss of wages, inconvenience, and commercial loss resulting from the operation, maintenance, or use of Your Vehicle is expressly excluded, unless explicitly provided otherwise in the "Towing and Substitute Transportation Benefits" section above.

IX. RIGHT TO RECOVER PAYMENT

If You have a right to recover funds that We have paid under this Agreement against another party (such as a manufacturer's warranty claim, parts warranty, insurer, other service contract, etc.), Your rights shall become Our rights. You agree to provide reasonable assistance to help Us to recover these funds. We shall recover only the excess after You are fully compensated for Your loss.

X. ARBITRATION

This Agreement requires binding arbitration if there is an unresolved dispute between You and Us concerning the Agreement (including the cost of, lack of, or actual repair or replacement arising from a Breakdown). Under this Arbitration provision, You give up Your right to resolve any dispute arising from this Agreement by a judge and/or a jury. You also agree not to participate as a class representative or class member in any class action litigation, any class arbitration or any consolidation of individual arbitrations. In arbitration, a single arbitrator (who will be an independent, neutral third party) will give a decision after hearing Your and Our positions. The decision of the arbitrator will determine the outcome of the arbitration, and the decision of the arbitrator shall be final and binding and cannot be reviewed or changed by, or appealed to, a court of law.



To start arbitration, You must make a written demand to seek arbitration at the following address:

Amber Technologies, Inc.
Attention: Legal
2261 Market Street #5280
San Francisco, CA 94114

This demand must be made within one (1) year of the earlier of the date the Breakdown occurred or the dispute arose. You and We will jointly select an arbitrator. The expense of the arbitrator will be shared equally by You and Us. Unless otherwise agreed to by You and Us, the arbitration will take place in the county and state in which You live. The arbitration shall be governed by the Federal Arbitration Act (9 U.S.C.A. § 1 et. seq.) and not by any state law concerning arbitration. The rules of the American Arbitration Association (www.adr.org) will apply to any arbitration under this Agreement. The laws of the state of Delaware (without giving effect to its conflict of law principles) govern all matters arising out of or relating to this Agreement and all transactions contemplated by the Agreement, including, without limitation, the validity, interpretation, construction, performance and enforcement of the Agreement.

XI. CANCELLATIONS

You may cancel this Agreement at any time by sending Your written request to the Administrator. If You cancel this Agreement, coverage will terminate and will not be reinstated. We may cancel this Agreement based on one or more of the following reasons: (1) Your Vehicle's odometer is disconnected or altered; (2) Your Vehicle is used in a manner not covered by this Agreement; (3) You do not pay the Agreement purchase price; (4) Your Vehicle has been altered beyond manufacturer's specifications, or (5) You commit fraud or material misrepresentations. If cancelled within the Initial Term, either by You or by Us, and if no claim has been made, You will receive a full refund of the amount paid for the Initial Term. If a claim has been made, the refund amount shall equal the greater of the amount paid for the Initial Term, minus the amount of the claim paid, or \$0. If cancelled within a Renewal Term, either by You or by Us, You will receive a pro rata refund based upon the number of days in force compared to the total number of days in that Renewal Term, less claims paid, subject to state specific information provided in the State Endorsements.

If You are owed a refund due to a cancellation, it will be paid within forty-five (45) days of the effective date of the cancellation.

XII. DEFINITIONS

Administrator: Amber Technologies, Inc., 2261 Market Street #5280, San Francisco, CA 94114.

Agreement: This Service Agreement between You and Us.

Authorized Repair Facility: Any Tesla Service Center, Amber approved service centers (as shown at www.getamber.com), or any repair facility otherwise approved by Amber. You may call us at 1-888-685-7942 for information regarding Authorized Repair Facilities.

Battery: The high-voltage lithium-ion battery that powers Your Vehicle, also known as the traction battery pack.

Breakdown: The failure of a Covered Part, which occurs under normal use and maintenance, because of a mechanical defect or faulty workmanship by the manufacturer which renders the Covered Part incapable of performing the function for which it was designed. Failure does not include the gradual loss in operating performance due to normal wear and tear.

With respect to your Battery, a Breakdown means one, or a combination, of the following circumstances:

- An unrecoverable state-of-charge ("SOC") imbalance;
- An unrecoverable calculated amp-hour capacity ("CAC") imbalance;
- An internal isolation from a high-voltage short to the Battery enclosure; or



- A non-serviceable failure of Battery hardware, including voltage sensors, current sensors, temperature sensors, harnesses, EEPROM, measuring devices, electronic modules, or management boards.

Your Vehicle's Battery, like all lithium-ion batteries, will experience gradual loss of capacity with time and use. **For the avoidance of doubt, loss of Battery capacity or output over time or due to or resulting from Battery usage is not a Breakdown.**

Covered Part: A part not listed in Annex I ("WHAT IS NOT COVERED") as excluded from coverage under this Agreement.

Deductible: The amount to be paid by You per repair visit for a Breakdown(s). The standard Deductible amount is \$100.00 for all claims not involving a Battery or Drive Unit and \$250.00 for all claims involving a Battery or Drive Unit.

Drive Unit: The component of Your Vehicle that commonly consists of the electric motor, inverter, and gearbox. Your Vehicle may have more than one Drive Unit, depending on the make and model.

Initial Expiration Date: The date occurring on the one-month anniversary of the Effective Date.

Initial Payment Date: The date on which We receive Your first payment due under this Agreement which has been paid in accordance with the terms hereof. A confirmation email which verifies receipt of payment will be sent to You.

Initial Term: The Agreement term starting on the Effective Date and continuing through the Initial Expiration Date, each as indicated on the Declarations page. **YOUR AGREEMENT WILL AUTOMATICALLY RENEW AT OUR SOLE DISCRETION AT THE END OF THE INITIAL TERM.**

Obligor: In all states except Florida, the obligor of this Agreement is Lexington National Warranty Services, LLC, at 11426 York Road, 2nd floor, Cockeysville, Maryland 21030. In Florida, the obligor of this Agreement is Amber Warranty Services II, Inc., 2261 Market Street #5280, San Francisco, CA 94114, (415) 463-8792.

Renewal Term: Each succeeding month following the Initial Term for which the Agreement is renewed. **YOUR AGREEMENT WILL AUTOMATICALLY RENEW AT OUR SOLE DISCRETION AT THE END OF EACH RENEWAL TERM.**

Vehicle: The vehicle identified in the vehicle information section on the front page of this Agreement.

Waiting Period: The period that starts on the Initial Payment Date shown on the Declarations page and runs for twenty-five (25) days before coverage under this Agreement takes effect; the day after the Initial Payment Date will be considered day one of the Waiting Period.

We/Us/Our/Amber: The service contract provider and Administrator of this Agreement.

You/Your: The purchaser of this Agreement or authorized transferee.

ANNEX I
WHAT IS NOT COVERED

A. This Agreement does not provide coverage for:

- 1. Any condition that existed prior to the effective date of coverage under this Agreement (including the Waiting Period);**
- 2. Repairs, replacements, or alterations made without prior authorization, without following the required claim procedure, or by anyone other than an Authorized Repair Facility;**
- 3. The normal maintenance services and parts required or recommended by Your Vehicle manufacturer and other normal maintenance, services, and parts;**
- 4. Diagnostic charges, cost of disassembly, or cost of assembly if Your Breakdown is not covered or has been denied;**
- 5. Repairs or replacements covered by any insurance policy, repairer's/supplier's guarantee, other service contract, or manufacturer's or seller's warranty, even if coverage is revoked or denied for any reason, including manufacturer insolvency;**
- 6. A Breakdown which does not occur during or is not reported to us within the term of Your Agreement unless expiration of the Agreement falls on a holiday or weekend, then the next business day will be acceptable;**
- 7. Repairs if the odometer has ceased to operate and odometer repairs have not been made as soon as reasonably possible, or the odometer has been altered, tampered with, disconnected, or in any way misrepresents the vehicle's actual mileage after you purchased Your Vehicle;**
- 8. Repairs or replacements of any parts or components that do not meet original manufacturer's specifications as installed at the time of original vehicle assembly;**
- 9. Any part which has not sustained a Breakdown, but which a repair facility recommends or requires be repaired or replaced in connection with the repair or replacement of a Covered Part. This includes any expense due to engineering upgrades or for repairs made solely to meet or maintain governmental emission standards;**
- 10. Storage charges, freight charges, shop supplies, hazardous waste disposal fees, freight and/or delivery charges;**
- 11. Economic or consequential loss, including loss of time, inconvenience, or other incidental loss or damage that may result from a Breakdown, except as may otherwise be provided as an express benefit in this Agreement;**
- 12. Repairs or replacements made outside of the United States;**
- 13. Battery failure, if Your Vehicle is not equipped with a battery thermal management system; and**
- 14. The following parts:**
 - (i) Annual Maintenance & Consumables: annual services, 12-volt battery replacement (not related to another failing component), key fobs/batteries, key cards, cabin air filters, HEPA filters, A/C desiccant bag, brake fluid, coolants, wiper blades and inserts, washer fluid, tires, tire rotation, wheel alignment (not required for covered repair), wheels, wheel covers, wheel lugs and lug nuts, valve stems.**
 - (ii) Braking System: brake cleaning/burnishing, brake rotors, brake drums, brake shoes, brake pads/rotors, brake linings, brake lines, brake calipers from corrosion.**



- (iii) **Charging:** mobile connector, wall connector, any future external connectors, charging adapters, damage from improper charging (e.g., third-party chargers, overvoltage damage).
 - (iv) **Exterior Body & Structural Components:** aero shields/underbody coverings, wheel garnishes, fender liners, bright trim moldings, paint, all glass, sheet metal, bumpers, frame and structural parts, corrosion, any repairs to correct rust.
 - (v) **Fees & Miscellaneous:** animal damage, shop supplies, environmental waste charges or disposal fees, lost or missing parts, electronic diagnostic equipment fees, customer education fees, freight, vehicle storage fees, remote diagnostic fees without a covered part replacement, parts replacement without diagnosis, damage caused by non-covered parts, any options/equipment not initially installed by the vehicle manufacturer.
 - (vi) **Interior & Trim:** screen yellowing/bubbles, seat belts, deployed airbags/pretensioners, carpet, upholstery, interior trim, seat trim, weather strip/body seals, seals, gaskets, speakers/subwoofers.
 - (vii) **Lighting:** light bulbs, exterior lights with condensation/debris without functional faults, headlight signature light failure, daytime running light failure, lenses.
 - (viii) **Mechanical Components:** door hinges, check straps, brackets, hoses, clamps, belts, battery cables, nut or bolt thread damage, seized or corroded mechanical parts, shock absorbers, air conditioning lines, clogged radiators/condensers/evaporators from debris, clogged drains.
 - (ix) **Noise:** air leaks, wind noise, squeaks, rattles/clicks unrelated to a failed part.
 - (x) **Suspension:** fore arms, aft arms, upper/lower control arms, lateral links, compliance links, sway bar links, coil spring assemblies, tie/thrust rods, air spring assemblies, air suspension lines, rear camber arms, rear toe links, integral links.
 - (xi) **Water:** water intrusion, water ingestion, water damage, water leaks, odors.
- B. This Agreement does not provide coverage if Your Vehicle has been declared a total loss or if Your Vehicle has been issued a salvage or branded title.**
- C. This Agreement does not provide coverage if You use Your Vehicle (i) to plow snow, whether or not the plow blade is attached to Your Vehicle; (ii) for commercial hauling, delivery, limousine service, rideshare, or transportation network (e.g. Uber, Lyft) or other commercial services (such as Turo or other rental); (iii) for hauling or towing in excess of the manufacturer's limitations and specifications; or (iv) for racing, speed contests, or other competition.**
- D. This Agreement does not provide coverage for damages caused by:**
- 1. Collision or impact, puncture, infiltration of water or other liquids, fire, theft, or attempted theft, freezing, vandalism, malicious mischief, riot, civil commotion, explosion, lightning, water, flood, or other acts of God, falling missiles or objects, or contributed to by road debris, foreign objects and/or the use of contaminated fuels, fluids, lubricants or refrigerants, and the resultant rust, corrosion or consequential damage, sludge or restricted oil flow;
 - 2. Misuse, alteration, abuse, negligence, or lack of proper maintenance or breakdowns caused by improper servicing or improper repairs, insufficient coolants or lubricants, rust and/or corrosion;
 - 3. Aftermarket modifications made after You purchased Your Vehicle which do not meet factory specifications;
 - 4. A power surge or the failure to follow proper charging procedures or use of incompatible charging devices Your Vehicle;

AMBER

5. **Intentional actions (including intentionally abusing or destroying the Battery or Drive Unit or ignoring active vehicle warnings or service notifications);**
6. **The servicing or opening of the Battery or Drive Unit by anyone other than technicians of an Authorized Repair Facility;**
7. **Exposure to sunlight, airborne chemicals, and tree sap; and**
8. **Rodents.**

Sample



State Endorsements

Alabama: Obligations of the Obligor are guaranteed under a service contract reimbursement policy. If We fail to pay or provide service on a claim within sixty (60) days after proof of loss has been filed, You may make a claim directly against Lexington National Insurance Corporation, at 11426 York Road, 2nd floor, Cockeysville, Maryland 21030. If You are the original Agreement holder and You cancel this Agreement within thirty (30) days of the Initial Payment Date, a 10% penalty per month shall be added to a refund that is not made within forty-five (45) days of this Agreement being returned to us.

Arizona: We will not cancel this Agreement due to acts or omissions by Us or Our assignees or subcontractors for their failure to provide correct information or their failure to perform the services or repairs provided in a timely, competent and workmanlike manner, or for misrepresentation by Us or the seller on Our behalf. The Waiting Period does not apply to You. Nothing in this Agreement 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, 602-364-2499, difi.az.gov. Section VI, Paragraph D, Sentence 2 is deleted in its entirety and replaced with: "Misuse, alteration, abuse, negligence, or lack of proper maintenance or breakdowns caused by unauthorized servicing or unauthorized repairs, insufficient coolants or lubricants, rust and/or corrosion".

Arkansas: Claims paid will not be deducted from any cancellation refund.

Colorado: Obligations of the Obligor are guaranteed under a service contract reimbursement policy issued by Lexington National Insurance Corporation, at 11426 York Road, 2nd floor, Cockeysville, Maryland 21030 (Policy number: VSC-FTP-2024-027). 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 Lexington National Insurance Corporation at the following address: 11426 York Road, 2nd floor, Cockeysville, Maryland 21030, or by calling the toll-free number at 888-888-2245.

Connecticut: If this Agreement is for less than one (1) year and the Vehicle is being repaired, then this Agreement is automatically extended while the Vehicle is being repaired under the terms of this Agreement. In-home service is not available under this Agreement. You have the right to cancel this Agreement if You return the Vehicle or if the Vehicle is sold, lost, stolen, or destroyed. You have the right to file a written complaint which must include a description of the dispute, the purchase or lease price of the Vehicle, the cost of repair of the Vehicle, and a copy of this Agreement. Complaints can be mailed to the State of Connecticut, Insurance Department, P.O. Box 816, Hartford, CT 06142-0816, Attn: Consumer Affairs.

District of Columbia: If We cancel this Agreement, We will mail notice stating the effective date and reason for cancellation to Your last known address according to Our records at least five (5) days prior to the effective date of cancellation. Prior notice is not required if We cancel for nonpayment, a material misrepresentation by You to Us, or a substantial breach of duties by You relating to the Vehicle or its use. If this Agreement is cancelled, a 10% penalty per month shall be added to any refund that is not paid or credited within forty-five (45) days of Your request for cancellation.

Florida: Our license number is 54777. The rate charged for this Agreement is not subject to regulation by the Florida Office of Insurance Regulation. You may cancel this Agreement within sixty (60) days after purchase and receive a refund of 100% of the Agreement Price paid, less claims paid. If you cancel this Agreement more than sixty (60) days after purchase, then you will receive a refund of 90% of the unearned pro rata Agreement Price, less claims paid. After this Agreement has been in effect for sixty (60) days, we may only cancel for the following reasons: a) there has been a material misrepresentation or fraud at the time of sale of the Agreement ; b) you have failed to maintain the Vehicle as prescribed by the manufacturer; c) the odometer has been tampered with or disabled and you have failed to repair the odometer; d) for nonpayment by you, in which case we shall provide you notice of cancellation by certified mail. If we cancel this Agreement, you will receive a refund of 100% of the unearned pro rata Agreement Price, less claims paid.

Georgia: Obligations of the Obligor are guaranteed under a service contract reimbursement policy issued by Lexington National Insurance Corporation, at 11426 York Road, 2nd floor, Cockeysville, Maryland 21030. You may



file a direct claim against the insurer upon our failure to pay any claim or to refund the consideration paid by You for the Agreement (if cancelled) within sixty (60) days after proof of loss has been filed with us. If you cancel this Agreement within thirty (30) days of purchase, you will receive a refund of 100% of the Agreement Price, less claims paid. If you cancel after thirty (30) days from purchase, you will receive a refund of unearned pro rata Agreement Price, less claims paid. If this Agreement is cancelled, a 10% penalty per month shall be added to any refund that is not paid or credited within forty-five (45) days of Your request for cancellation. We may only cancel this Agreement for fraud, material misrepresentation, or failure to pay the consideration due. If We cancel this Agreement, We will mail notice stating the effective date and reason for cancellation to Your last known address according to Our records at least thirty (30) days prior to the effective date of cancellation. If we cancel this Agreement, you will receive a refund of the unearned pro rata Agreement Price less claims paid. The Arbitration provision is revised to state that arbitration is non-binding. The Waiting Period does not apply to You. ANNEX I.A.1. is amended to read: "Any condition known to you that existed prior to the effective date of coverage under this Agreement (including the Waiting Period)". ANNEX I.D.1. is amended to remove "sludge". The exclusion provided in ANNEX I. A.2. is amended to state: "Repairs, replacements, or alterations made by You or with Your knowledge without prior authorization, without following the required claim procedure, or by anyone other than an Authorized Repair Facility..."

Hawaii: If We cancel this Agreement, We will mail notice stating the effective date and reason for cancellation to Your last known address according to Our records at least five (5) days prior to the effective date of cancellation. Prior notice is not required if We cancel for nonpayment, material misrepresentation by you to us, or a substantial breach of duties relating to the Vehicle or its use. If this Agreement is cancelled, a 10% penalty per month shall be added to any refund that is not paid or credited within forty-five (45) days of Your request for cancellation.

Idaho: Obligations of the motor vehicle service contract provider under this motor vehicle service contract are guaranteed under a service contract liability policy. Should the motor vehicle service contract provider fail to pay or provide service on any claim within sixty (60) days after proof of loss has been filed, the motor vehicle service contract holder is entitled to make a claim directly against the insurance company, Lexington National Insurance Corporation, at 11426 York Road, 2nd floor, Cockeysville, Maryland 21030, 888-888-2245. Coverage afforded under this motor vehicle service contract is not guaranteed by the Idaho insurance guaranty association. Claims paid will not be deducted from any refund.

Indiana: This service contract is not insurance and is not subject to Indiana insurance law.

Iowa: Obligations of the service company under this service contract are backed by the full faith and credit of the service company and are not guaranteed under a reimbursement insurance policy. This Agreement is regulated by the Iowa Insurance Division, Commissioner Doug Ommen; 1963 Bell Avenue, Suite 100, Des Moines, IA 50315. If We cancel this Agreement, We will mail notice stating the effective date and reason for cancellation to Your last known address according to Our records at least fifteen (15) days prior to the effective date of cancellation. Prior notice is not required if We cancel for nonpayment, material misrepresentation by You to Us or Our Administrator, or a substantial breach of duties by You relating to the Vehicle or its use. If this Agreement is cancelled, a 10% penalty per month shall be added to any refund that is not paid or credited within thirty (30) days of Your request for cancellation.

Kentucky: Obligations of the Obligor are guaranteed under a service contract reimbursement policy issued by Lexington National Insurance Corporation, at 11426 York Road, 2nd floor, Cockeysville, Maryland 21030. You may file a direct claim against the insurer upon our failure to pay any claim within sixty (60) days after the claim has been filed with us.

Louisiana: Obligations of the provider under this service contract are insured under a service contract reimbursement insurance policy issued by Lexington National Insurance Corporation, at 11426 York Road, 2nd floor, Cockeysville, Maryland 21030. The motor vehicle service contract is not insurance and is not regulated by the Louisiana Department of Insurance. Any concerns or complaints regarding the motor vehicle service contract may be directed to the attorney general. If We cancel this Agreement, We will mail notice stating the effective date and reason for cancellation to Your last known address according to Our records at least fifteen (15) days prior to the effective date of cancellation. Prior notice is not required if We cancel for nonpayment, material misrepresentation by you to us, or a substantial breach of duties by You relating to the Vehicle or its use. If this Agreement is cancelled,



a 10% penalty per month shall be added to any refund that is not paid or credited within forty-five (45) days of Your request for cancellation.

Maine: Obligations of the provider under this service contract are insured under a service contract reimbursement insurance policy issued by Lexington National Insurance Corporation, at 11426 York Road, 2nd floor, Cockeysville, Maryland 21030. If the provider fails to pay or provide service on a claim, including any claim for the return of the unearned portion of the provider fee, within sixty (60) days after proof of loss has been filed, the contract holder is entitled to make a claim directly against the insurance company. If You cancel this Agreement within thirty (30) days of purchase, You will receive a full refund of the Purchase Price and any sales tax refund required pursuant to state law. If We cancel this Agreement, We will mail notice stating the effective date and reason for cancellation to Your last known address according to Our records at least fifteen (15) days prior to the effective date of cancellation. If this Agreement is cancelled, a 10% penalty of the provider fee outstanding per month shall be added to any refund that is not paid or credited within forty-five (45) days of Your request for cancellation.

Maryland: Obligations of the Obligor are guaranteed under a service contract reimbursement policy issued by Lexington National Insurance Corporation, at 11426 York Road, 2nd floor, Cockeysville, Maryland 21030, (410) 625-0800. You may file a direct claim against the insurer upon our failure to pay any claim or make any refund or consideration due (if cancelled) within sixty (60) days after proof has been filed with us. If this Agreement is cancelled, a 10% penalty of the Agreement Price per month shall be added to any refund that is not paid or credited within forty-five (45) days of Your request for cancellation. A service contract may be canceled by the person guaranteed: (1) Within twenty (20) days after receipt of the service contract if mailed to the person guaranteed; (2) Within twenty (20) days after the date of delivery of the service contract if delivered to the person guaranteed at the time of sale; or (3) For a period of time not less than twenty (20) days as specified in the service contract. If a service contract is canceled under Maryland Commercial Law Article §14-403(d) and a claim has not been made under the service contract prior to its cancellation, the service contract is void and the provider shall refund to the person guaranteed the full consideration paid for the service contract. The definition of "Breakdown" is amended to state: "The failure of a Covered Part, which occurs under normal use and maintenance, because of normal wear and tear, a mechanical defect or faulty workmanship by the manufacturer which renders the Covered Part incapable of performing the function for which it was designed." Pursuant to Maryland Commercial Law Article §14-407(d)(1), if the guarantor or provider breaches any duties under this subtitle, the person guaranteed may file an action in any court of competent jurisdiction. The following sentences shall be added at the end of Section III of this Agreement: This Agreement is extended automatically when We fail to perform the services under the Agreement. The Agreement does not terminate until the services are provided in accordance with the terms of the Agreement.

Massachusetts: Chapter 90, Section 7N1/4 of the General Laws of Massachusetts require an automobile dealer to provide a warranty covering certain classes of used motor vehicles, as follows: For used Vehicles with less than forty thousand (40,000) miles at time of sale the required dealer warranty provides Coverage for ninety (90) days or thirty-seven-hundred and fifty (3,750) miles, whichever occurs first. For used Vehicles with forty thousand (40,000) miles or more but less than eighty thousand (80,000) miles at the time of sale the required dealer warranty provides Coverage for sixty (60) days or twenty-five hundred (2,500) miles, whichever occurs first. For used Vehicles with eighty thousand (80,000) miles or more, but less than one-hundred-and-twenty-five thousand (125,000) miles at the time of sale the required dealer warranty provides Coverage for thirty (30) days or twelve-hundred and fifty (1,250) miles, whichever occurs first. This law may cover the Vehicle You have purchased. 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 in this Agreement apply only to this Agreement and are not the terms of the required dealer warranty. In Massachusetts, the entity obligated to perform under this Agreement is the Seller. Section I. Nature of Agreement is deleted and replaced with the following: This is an Extended Service Agreement ("Agreement") between You and the Obligor (the Seller). In Massachusetts, We, Us, Our, means the Seller (the Selling Dealer) named in the Declarations page, from whom You purchased Your Vehicle and this Agreement. The Seller is the party that sold this Agreement and the Vehicle to You.

Minnesota: If We cancel this Agreement, We will mail notice stating the effective date and reason for cancellation to Your last known address according to Our records at least fifteen (15) days prior to the effective date of



cancellation, except if we cancel for nonpayment, a material misrepresentation by You to Us, or a substantial breach of duties by You relating to the Vehicle or its use, in which notice will be provided at least five (5) days in advance. If this Agreement is cancelled, a 10% penalty per month shall be added to any refund that is not paid or credited within forty-five (45) days of Your request for cancellation.

Mississippi: Obligations of the provider to the service contract holder to provide services are guaranteed under a reimbursement insurance policy issued by Lexington National Insurance Corporation, at 11426 York Road, 2nd floor, Cockeysville, Maryland 21030. We may only cancel this Agreement for nonpayment, a material misrepresentation by You to Us, or a substantial breach of duties by You relating to the Vehicle or its use. If this Agreement is cancelled, a 10% penalty per month shall be added to any refund that is not paid or credited within forty-five (45) days of Your request for cancellation.

Missouri: Obligations of the provider under this service contract are backed only by the full faith and credit of the provider (issuer) and are not guaranteed under a service contract reimbursement insurance policy. If you cancel this Agreement within thirty (30) days of purchase, you will receive a refund of 100% of the Agreement price, less claims paid. If you cancel after thirty (30) days from purchase, you will receive a refund of unearned pro rata Agreement Price, less claims paid. We will send notice of such cancellation to you within forty-five (45) days of the date of termination. If this Agreement is cancelled, a 10% penalty of the amount outstanding per month shall be added to any refund that is not paid or credited within forty-five (45) days of Your request for cancellation.

Montana: If We cancel this Agreement, We will mail notice stating the effective date and reason for cancellation to Your last known address according to Our records at least five (5) days prior to the effective date of cancellation. Prior notice is not required if We cancel for nonpayment, material misrepresentation by you to us, or a substantial breach of duties relating to the Vehicle or its use.

Nebraska: **Obligations of the provider under this service contract are insured under a service contract reimbursement insurance policy issued by Lexington National Insurance Corporation, at 11426 York Road, 2nd floor, Cockeysville, Maryland 21030.** If the provider 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. The ARBITRATION section in this Agreement is deleted in its entirety.

Nevada: If You are not satisfied with the manner in which We are handling a claim under the Agreement, You may contact the Nevada Commissioner of Insurance via the toll-free telephone number (888) 872-3234. After this Agreement has been in effect for at least seventy (70) days, We may only cancel before the expiration of the agreed term or one (1) year after the effective date of the Agreement, whichever occurs first, except for: failure by the holder to pay an amount when due, conviction of the holder of a crime which results in an increase in the service required under the Agreement, discovery of fraud or material misrepresentation by the holder in obtaining the Agreement or in presenting a claim for service thereunder, discovery of an act or omission by the holder or a violation by the holder of any condition of the Agreement, which occurred after the effective date of the Agreement and which substantially and materially increases the service required under the Agreement, or a material change in the nature or extent of the required service or repair which occurs after the effective date of the Agreement and which causes the required service or repair to be substantially and materially increased beyond that contemplated at the time that the Agreement was issued or sold. If We cancel this Agreement, You will receive a pro rata refund of the unearned Agreement Price. Claims paid will not be deducted from any refund owed. A cancellation fee will not be assessed if We or You cancel this Agreement. If We cancel this Agreement, We will mail notice stating the effective date and reason for cancellation to Your last known address according to Our records at least fifteen (15) days prior to the effective date of cancellation. If this Agreement is cancelled, a 10% penalty of the Agreement Price per thirty (30)-day period or portion thereof shall be added to any refund that is not paid or credited within forty-five (45) days of Your request for cancellation.

New Hampshire: In the event You do not receive satisfaction under this Agreement, You may contact the New Hampshire Insurance Department, 21 South Fruit Street, Suite 14, Concord, NH 03301; (603) 271-2261. Claims paid will not be deducted from any refund owed. There is no cancellation fee. The Arbitration provision is subject to New Hampshire Revised Statutes Chapter 542. Any civil action or alternative dispute resolution procedure shall be brought in New Hampshire courts.



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, and does not extend the term of any original product or service warranty that the manufacturer, importer, or seller may have provided. If We cancel this Agreement, We will mail notice stating the effective date and reason for cancellation to Your last known address according to Our records at least five (5) days prior to the effective date of cancellation. Prior notice is not required if We cancel for nonpayment, material misrepresentation or omission by you to us, or a substantial breach of contractual obligations relating to the Vehicle or its use. If this Agreement is cancelled, a 10% penalty of the Agreement Price per month shall be added to any refund that is not paid or credited within forty-five (45) days of Your request for cancellation.

New Mexico: If this Agreement has been in effect for at least seventy (70) days, then We may not cancel before the expiration of the agreed term or one (1) year after the effective date of the Agreement, whichever occurs first, except for the following: a) failure by the holder to pay an amount when due; b) conviction of the holder of a crime that results in an increase in the service required under the Agreement; c) discovery of fraud or material misrepresentation by the holder in obtaining the Agreement or in presenting a claim for service thereunder; d) or discovery of either of the following if it occurred after the effective date of the Agreement and substantially and materially increased the service required under the service contract: 1) an act or omission by the holder; 2) or a violation by the holder of any condition of the Agreement. If We cancel this Agreement, We will mail notice stating the effective date and reason for cancellation to Your last known address according to Our records at least fifteen (15) days prior to the effective date of cancellation. If We or You cancel this Agreement, there is no cancellation fee. If this Agreement is cancelled, a 10% penalty of the Agreement Price per thirty-day period or portion thereof shall be added to any refund that is not paid or credited within sixty (60) days of Your request for cancellation.

New York: If We cancel this Agreement, We will mail notice stating the effective date and reason for cancellation to Your last known address according to Our records at least fifteen (15) days prior to the effective date of cancellation. Prior notice is not required if We cancel for nonpayment, material misrepresentation, or a substantial breach of contractual obligations relating to the Vehicle or its use. If this Agreement is cancelled, a 10% penalty per month shall be added to any refund that is not paid or credited within thirty (30) days of Your request for cancellation.

North Carolina: We may only cancel this Agreement for nonpayment or for a direction violation of the Agreement by You where the Agreement states that a violation would subject the Agreement to cancellation.

Oklahoma: This is not an insurance contract. Coverage afforded under this contract is not guaranteed by the Oklahoma Insurance Guaranty Association. There is no cancellation fee if We or You cancel this Agreement. Our license number is 510485852.

Oregon: Obligations of the provider under this service contract are insured under a service contract reimbursement insurance policy issued by Lexington National Insurance Corporation, at 11426 York Road, 2nd floor, Cockeysville, Maryland 21030, 888-888-2245. The Arbitration section is deleted. Any arbitration must be by mutual agreement of the parties to this Agreement and conducted under local rules as required under ORS Chapter 36.

South Carolina: In the event of a dispute with the provider of this Agreement, You may contact the South Carolina Department of Insurance, Capitol Center, 1201 Main Street, Ste. 1000, Columbia, South Carolina, 29201 or by phone at (800) 768-3467. If We cancel this Agreement, We will mail notice stating the effective date and reason for cancellation to Your last known address according to Our records at least fifteen (15) days prior to the effective date of cancellation. Prior notice is not required if We cancel for nonpayment, material misrepresentation by You to Us, or a substantial breach of duties relating to the Vehicle or its use. If this Agreement is cancelled, a 10% penalty per month shall be added to any refund that is not paid or credited within forty-five (45) days of Your request for cancellation.

Texas: Unresolved complaints concerning providers and administrators or questions concerning the regulation of service contract providers and administrators may be addressed to the Texas Department of Licensing and Regulation at 920 Colorado, Austin, Texas 78701, or via telephone: (800) 735-2989. If You cancel this Agreement within thirty (30) days of purchase, You will receive a refund of 100% of the Agreement Price, less claims paid. If You cancel after thirty (30) days from purchase, You will receive a refund of unearned pro rata Agreement Price, less claims paid. If this Agreement is cancelled, a 10% penalty per month shall be added to any refund that is not



paid or credited within forty-five (45) days of Your request for cancellation. We may only cancel this Agreement for fraud, material misrepresentation, or failure to pay the consideration due. If We cancel this Agreement, We will mail notice stating the effective date and reason for cancellation to Your last known address according to Our records at least thirty (30) days prior to the effective date of cancellation. If we cancel this Agreement, you will receive a refund of the unearned pro rata Agreement Price less claims paid. If We cancel this Agreement, We will mail notice stating the effective date and reason for cancellation to Your last known address according to Our records at least five (5) days prior to the effective date of cancellation. Prior notice is not required if We cancel for nonpayment, material misrepresentation by You to Us or Our Administrator, or a substantial breach of duties relating to the Vehicle or its use. There is no cancellation fee if We or You cancel this Agreement. If this Agreement is cancelled, a 10% penalty of the amount outstanding per month shall be added to any refund that is not paid or credited within forty-five (45) days of Your request for cancellation.

Utah: Obligations of the provider under this service contract are guaranteed under a service contract reimbursement insurance policy. Should the provider fail to pay or provide service on any claim within sixty (60) days after proof of loss has been filed, the contract holder is entitled to make a claim directly against the Insurance Company, Lexington National Insurance Corporation, at 11426 York Road, 2nd floor, Cockeysville, Maryland 21030, or by calling the toll-free number at 888-888-2245. Purchase of this Agreement is optional and is not required in order to finance, lease, or purchase a motor vehicle. This Agreement is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department. Coverage afforded under this Agreement is not guaranteed by the Property and Casualty Guaranty Association. We may not cancel this Agreement except for material misrepresentation; substantial change in the risk assumed, unless We should have reasonably foreseen the change or contemplated the risk when entering into the Agreement; or substantial breach of contractual duties, conditions, or warranties, including non-payment. If We cancel, We will mail to You via first-class mailing written notice at least thirty (30) days in advance (except for nonpayment which is a ten (10)-day notice), stating the reason and effective date of cancellation. ANY MATTER IN DISPUTE BETWEEN YOU AND THE COMPANY 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 THE COMPANY. ANY DECISION REACHED BY ARBITRATION SHALL BE BINDING UPON BOTH YOU AND THE COMPANY. 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. Failure to give any notice or file any proof of loss required by this Agreement within the time specified in this Agreement does not invalidate a claim made by You, if You show that it was not reasonably possible to give the notice or file the proof of loss within the prescribed time and that notice was given or proof of loss filed as soon as reasonably possible.

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: Obligations of the Obligor are guaranteed under a service contract reimbursement policy issued by Lexington National Insurance Corporation, at 11426 York Road, 2nd floor, Cockeysville, Maryland 21030 (Policy number: ANC-Reimb-2024-130). In the event the Obligor fails to pay an authorized claim after proof of loss has been filed, You may file a direct claim with Lexington National Insurance Corporation at the following address: 11426 York Road, 2nd floor, Cockeysville, Maryland 21030, or by calling the toll-free number at 888-888-2245. Claims paid will not be deducted from any refund owed. We only have 60 days from the date of purchase to determine whether the vehicle qualifies under this Agreement. After sixty (60) days, the vehicle qualifies for the Agreement that was issued and We may not cancel this Agreement or non renew and are fully obligated under the terms of the Agreement sold to You. If this Agreement is cancelled, a 10% penalty per month shall be added to any refund that is not paid or credited within thirty (30) days of Your request for cancellation. The Arbitration provision is revised to state that arbitration proceedings will be held at a location in closest proximity to Your permanent residence. The Arbitration provision is revised to state the laws of Washington govern all matters. We may only deny a claim for Your failure to properly maintain the Vehicle if the failure to maintain the Vehicle involved the Breakdown of covered parts. What is not covered item number 3 is revised to



Should an emergency occur which requires a Breakdown repair to be made at a time when Our office is closed, You may proceed with the repair and then You must call Us no later than the next business day to determine if such repair will be covered by the Agreement.

Wisconsin: **THIS CONTRACT IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE.** You are permitted to return the Service Contract within 20 days of the date the Service Contract was mailed. We may only cancel this Agreement for nonpayment of the provider fee, material misrepresentation by You to Us or Our Administrator, or substantial breach of duties by You relating to the Vehicle or its use. If We cancel this Agreement, We will mail notice stating the effective date and reason for cancellation to Your last known address according to Our records at least five (5) days prior to the effective date of cancellation. If **We** cancel this **Contract** for a reason other than nonpayment, **We** shall refund **You** 100% percent of the unearned pro rata provider fee less any claims paid. In the event of a total loss of the property covered by this Agreement that is not covered by a replacement of the property pursuant to the terms of this Agreement, You shall be entitled to cancel the Agreement and receive a pro rata refund of any unearned provider fee, less claims paid. If this Agreement is cancelled, a 10% penalty per month shall be added to any refund that is not paid or credited within forty-five (45) days of Your request for cancellation. The Arbitration provision is revised to state that arbitration is non-binding.

Wyoming: If We cancel this Agreement, We will mail notice stating the effective date and reason for cancellation to Your last known address according to Our records at least ten (10) days prior to the effective date of cancellation. Prior notice is not required if We cancel for nonpayment, material misrepresentation by You to Us, or a substantial breach of duties relating to the Vehicle or its use. If this Agreement is cancelled, a 10% penalty per month shall be added to any refund that is not paid or credited within forty-five (45) days of Your request for cancellation. The Arbitration provision is revised to state that arbitration is non-binding and any arbitration proceedings shall be conducted in the state of Wyoming.