

TIRE & WHEEL AGREEMENT

SECTION 1 – VEHICLE INFORMATION
SCHEDULE PAGE

NEW <input type="checkbox"/>	USED <input type="checkbox"/>	YEAR:	MAKE:	MODEL:	AGREEMENT PURCHASE DATE:
VEHICLE IDENTIFICATION NUMBER (VIN):		DEDUCTIBLE:	CURRENT MILEAGE:	VEHICLE PURCHASE PRICE:	AGREEMENT PURCHASE PRICE:
Agreement Term: 5 year <input type="checkbox"/> 4 Year <input type="checkbox"/> 3 Year <input type="checkbox"/> 2 Year <input type="checkbox"/> 1 Year <input type="checkbox"/>					
Surcharges: (must be selected and appropriate surcharge paid for coverage to apply) <input type="checkbox"/> Cosmetic Alloy Wheel Repair <input type="checkbox"/> Chrome Wheels					

SECTION 2 – CUSTOMER INFORMATION

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

SECTION 3 – DEALER/SELLER INFORMATION

NAME	PHONE	
ADDRESS	CITY	STATE ZIP

SECTION 4 – LIENHOLDER INFORMATION

NAME	Telephone	
ADDRESS	CITY	STATE ZIP

YOU ARE NOT REQUIRED TO ENTER INTO THIS AGREEMENT IN ORDER TO PURCHASE, LEASE OR OBTAIN FINANCING FOR THE 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. 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. Refer to the DISPUTE RESOLUTION/ARBITRATION AGREEMENT AND CLASS ACTION WAIVER section for opt-out instructions. 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. THIS AGREEMENT CONTAINS A BINDING ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES.

Customer Signature

Purchase Date

Dealer / Seller Representative – Signature

☐

Washington Residents Only: By initialing this box, You acknowledge You have reviewed with the Dealer/Seller the section of this Agreement titled: **COVERAGE – SERVICE DEFINITIONS, CLAIMS PROCEDURES, COVERAGE CONDITIONS LIMITATIONS AND EXCLUSIONS, CANCELLATION AND TRANSFER OF THIS AGREEMENT.** The implied warranty of merchantability on the Vehicle is not waived if this Agreement has been purchased within ninety (90) days of the sale of the Vehicle from the Dealer/Seller.

AUTHORIZATION IS REQUIRED FROM THE ADMINISTRATOR PRIOR TO THE REPAIR OR REPLACEMENT OF COVERED COMPONENTS.

ADMINISTRATOR: HEADSTART WARRANTY GROUP LLC

14114 NORTH DALLAS PKWY, STE. 600

DALLAS, TX 75254 (888) 964-1899

FOR ROADSIDE ASSISTANCE CALL (888) 904-2281 OR TO FILE A CLAIM CALL: TOLL FREE NUMBER: [(888) 306-7230]

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

I. DEFINITIONS

ADMINISTRATOR: Headstart Warranty Group LLC, 14114 North Dallas Pkwy, Ste 600, Dallas, TX 75254 (888) 964-1899, who is the **Administrator/Obligor** to this **Agreement** except in Florida and Oklahoma, where Lyndon Southern Insurance Company is providing administration, 10751 Deerwood Park Blvd., Ste. 200, Jacksonville FL 32256, Tel: (800) 888-2738.

AGREEMENT: This Tire and Wheel Service **Agreement**.

AGREEMENT TERM: The number of years (indicated on the **Schedule Page**) the **Agreement** is in force provided the appropriate fee is paid and received by **Us**.

COMMERCIAL USE: Is a commercial vehicle registered to a business and/or for business purposes. Vehicles that are in excess of manufacturer's G.V.W. or exceed manufacturer's recommendation use are not eligible. Taxi cabs, tow trucks, snowplows, emergency vehicles, livery and police vehicles are ineligible.

COST: the retail market value for parts and labor necessary to repair covered parts. Replacement of any covered part may be made with new, remanufactured, rebuilt or like kind and quality at the time of Repairs at the discretion of the Administrator. Parts and labor will be reimbursed up to manufacturer's suggested list price.

Labor time will be reimbursed using nationally recognized labor time standards.

DEALER/SELLER: the retail seller of this **Agreement** to **You** for the covered **Vehicle** described on the **Schedule Page**.

DEDUCTIBLE: this **Agreement** has a deductible per occurrence as listed on your **Schedule Page**. Deductible does not apply to Roadside Assistance.

OBLIGOR/SERVICE AGREEMENT PROVIDER ("We", "Us", "Our"): The entity obligated to perform under this **Agreement**. The **Obligor** is Headstart Warranty Group, 14114 North Dallas Pkwy, Ste 600, Dallas, TX 75254, except in Florida and Oklahoma, where the **Obligor** is Lyndon Southern Insurance Company, 10751 Deerwood Park Blvd., Suite 200, Jacksonville, FL 32256, 800-888-2738. (Florida License No. 03698; Oklahoma License No. 44194686).

PRE-EXISTING CONDITIONS: a condition that occurred before **Your** purchase of this **Agreement** that would have been obvious and apparent if the **Vehicle** had been inspected at the time of purchase.

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

REPAIRS OR SERVICES: refers to those types of services as described in this **Agreement** under SECTION III. – COVERAGE- SERVICE DEFINITIONS.

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

SCHEDULE PAGE: The first page of this **Agreement** identifying **You**, the **Vehicle** the **Agreement** Term and the Lienholder.

VEHICLE OR COVERED VEHICLE: the **Vehicle** described on the **Schedule Page** under SECTION 1 – VEHICLE INFORMATION.

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

II. COVERAGE

TIRE AND WHEEL REPAIR/REPLACEMENT: **We** agree to provide for the repair or replacement of the **Vehicle's** tires and/or wheels, using the current retail market value of the replaced tire and/or wheel [less any deductible], which during the term of this **Agreement** become unserviceable due to a **Road Hazard**, covered under this **Agreement**. Unserviceable means that the tire(s) has been punctured or otherwise damaged to the extent that it is unsafe, or that the wheel would no longer hold a seal with its tire. **Tire and or wheel damage that is cosmetic in nature and that does not render the tire unserviceable is specifically excluded, unless Cosmetic Alloy Wheel Repair is selected on the Schedule Page and the applicable surcharge has been paid.** Any tires and/or wheels which require repair or replacement, **MUST BE AUTHORIZED BY ADMINISTRATOR** and be made available for inspection **PRIOR** to repair or replacement. Damaged tires must be preserved for **Our** inspection, and **We** reserve the right to deny any claim wherein the damaged tires are disposed of prior to our inspection. Replacement will be made with a tire of like kind, quality and cost to the original tire. This coverage is valid through the tread life of a tire (3/32" or less is excluded). Please note that all of **Our** rights under this **Agreement** are hereby reserved.

ADDITIONAL COSMETIC ALLOY WHEEL REPAIR: If selected on the **Schedule Page** and the surcharge is paid, **We** agree to repair or recondition to the fullest extent possible any cosmetic damaged portion of an alloy wheel [less any deductible], such as minor curb rash or flaking paint, which is deemed repairable using manufacturer alloy wheel repair techniques. In the event the wheel is not repairable it will be replaced. Cosmetic alloy wheel repair or replacement is limited to an aggregate of six hundred dollars (\$600.00).

CHROME WHEELS: If selected on the **Schedule Page** and the surcharge is paid, **We** agree to cover the replacement of chrome or chrome clad wheels which were purchased at the same time as the **Vehicle**. Chrome or chrome clad wheels will only be replaced if they are structurally damaged such that the wheel is bent or cracked and if the tires mounted on the wheels will not hold air.

MOUNTING AND BALANCING: **We** agree to pay the fair market price that **You** incur for mounting, balancing, valve stems, and tire disposal for any tire replaced under this **Agreement**. However, shop supplies, Tire Pressure Monitoring System (TPMS) components, and unspecified charges are specifically excluded.

TAXES: **We** agree to pay the cost of local and state taxes as directed by state agencies, for any tire or wheel replaced under this **Agreement**.

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

ROADSIDE ASSISTANCE: During the **Agreement Term**, Roadside Assistance is available to **You** twenty-four (24) hours a day, every day of the year. **You** are entitled to one roadside service within a seventy-two (72) hour period. **You** will only have to pay for any non-covered expenses or covered costs in excess of **Your** [one hundred dollars (\$100.00)] per occurrence maximum. Service must be a covered **Repair** or **Service** under this **Agreement** and is only available for the **Vehicle** registered as part of this **Agreement**. Your twenty-four (24) hour roadside assistance service begins at the **Agreement** Purchase Date shown on the **Schedule Page** and terminates on the expiration of this **Agreement**. All of the services provided are described herein and are applicable throughout the continental United States (including Alaska and Hawaii) and Canada. All benefits are subject to the limitations contained in SECTION VI - COVERAGE, CONDITIONS, LIMITATIONS AND EXCLUSIONS.

The following services are available up to a maximum of three (3) services per year and a maximum benefit of [one hundred dollar (\$100.00)] per occurrence limit:

- **Towing Assistance** - When towing is necessary, **Your Covered Vehicle** will be towed to the closest licensed **Repair Facility** or to any other location requested (up to 15 miles). Additional mileage is the responsibility of the **You** and will be negotiated prior to sending out the service provider. (Extrication is included- 1 Truck, ½ hour of service)
- **Flat Tire Assistance** - Service consists of the removal of the flat tire and its replacement with **Your** good spare tire.
- **Fuel, Oil, Fluid and Water Delivery Service** - An emergency supply of three (3) gallons of fuel, oil, fluid and water will be delivered if **You** are in immediate need. **You** must pay for the fuel or other fluid when it is delivered.
- **Lock-out Assistance** – If **Your** keys are locked inside the **Covered Vehicle**, assistance will be provided to gain entry into the **Covered Vehicle**.
- **Battery Assistance** – If battery failure occurs, a jump start will be provided to start **Your Vehicle**.
- **Emergency Road Service** - Any minor adjustment that is needed to get **Your Vehicle** running. **You** are responsible for actual cost of parts and/or supplies.

All roadside assistance benefits are provided by Auto Knight Motor Club, Inc., 10751 Deerwood Park Blvd., Ste. 200, Jacksonville, FL 32256, (888) 904-2281. \

The following items are not included as part of the Roadside Assistance benefit:

- Coverage shall not be provided in the event of emergencies resulting from the use of intoxicants or narcotics, or the use of the **Vehicle** in the commission of a felony;
- Cost of parts, replacement keys, fluids, lubricants, fuel, material, additional labor relating to towing, or the cost of installation of products;

- Non-emergency towing or other non-emergency service;
- Non-emergency mounting or removing of snow tires or chains;
- Shoveling snow from around a Vehicle, tire repair, extrication or winching, motorcycles, trucks over one-and-a-half-ton capacity
- Antique vehicles (meaning vehicles over 20 years old or out of manufacture for 10 years or more), taxicabs, limousines, or other commercial vehicles. recreational vehicles (RVs), camping trailers, travel trailers, or any vehicles in tow;
- Any and all taxes or fines; damage or disablement due to collision, fire, flood or vandalism;
- Towing from or repair work performed at a service station, garage or repair shop; towing by a non-licensed service provider or garage; vehicle storage charges; a second tow for the same disablement; Service on a Vehicle that is not in a safe condition to be towed or serviced or that may result in damage to the Vehicle if towed or serviced. towing or service on roads not regularly maintained, such as sand beaches, open fields, forests, and areas designated as not passable due to construction, etc.; towing at the direction of a law enforcement officer relating to traffic obstruction, impoundment, abandonment, illegal parking, or other violations of law;
- Repeated service calls for a Vehicle in need of routine maintenance or repair;
- Services received independently from Auto Knight Motor Club, Inc., without prior authorization from Auto Knight Motor Club, Inc. Only one (1) disablement for the same service type during any seven (7) day period will be accepted.

THIS IS NOT A ROADSIDE ASSISTANCE REIMBURSEMENT SERVICE.

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

III. CLAIMS PROCEDURES

Contact the **TOLL-FREE NUMBER (888) 306-7230** and a service vehicle will be dispatched to **Your** assistance. The **Administrator** will identify and contact a local emergency road service provider, and arrange the necessary installation, or tow service upon receipt of a claimant's call for authorization. The **Administrator** has the right to inspect any tire or wheel prior to claim authorization. Tire and wheel repair or replacement may be performed at any licensed service facility after claim authorization. If for any reason, a reimbursement is requested, **You** must submit a copy of this **Agreement** and **Your** authorization number, along with the receipts or work orders indicating repair or replacement and damaged tire tread depth, to the **Administrator**. Important: **Please be with Your Vehicle when the service provider arrives, as they cannot service an unattended vehicle.**

In the event of **Road Hazard** damage requiring repairs outside **Our** normal business hours, **You** may elect to wait for authorization or proceed with a tire or wheel repair or replacement. In order to be eligible for reimbursement, (1) if replaced, the damaged covered tire and/or wheel must be retained; (2) if the covered tire and/or wheel is repairable, ensure that **You** have the **Repair Facility** provide **You** with the bare rim run-out measurements/readings and take clear pictures of the damage before the covered tire and/or wheel is repaired; and (3) **You** must contact **Us** within forty-eight (48) hours. **You** will be responsible for repair/replacement costs if it is determined that the repair/replacement is not eligible for coverage or for any costs in excess of what is covered under this **Agreement**. **All claim documentation must be received within sixty (60) days of repair/replacement to be eligible for payment.**

IV. TERMS AND CONDITIONS

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

AGREEMENT PERIOD: The **Agreement** Term begins on the **Agreement** Purchase Date (effective date) and expires on the passing of the number of years selected. If no term length is selected, the term length will be one (1) year.

LIMITATION OF LIABILITY: This **Agreement** is for the sole benefit of **You** (the purchaser named on the **Schedule Page**) and applies only to the **Vehicle** identified on the **Schedule Page** under SECTION 1 - VEHICLE INFORMATION. **In no event shall the Administrator be liable for any direct, indirect, punitive, special, incidental, consequential damages or any damages arising out of or connected with the repairs performed under this Agreement.**

NOTICE TO CONSUMERS: Purchase of this **Agreement** is not required to purchase or finance a vehicle. The terms of this **Agreement** control the **Agreement** between **Us**. No change or modification to the written terms is valid. This **Agreement** is based on information **You** provided on the **Schedule Page**. Misrepresentation on the **Schedule Page** will result in rejection of this **Agreement**. If a provision of this **Agreement** is or becomes illegal, invalid or unenforceable in any jurisdiction, that shall not affect the validity or enforceability in that jurisdiction of any other provision of this **Agreement**.

SUBROGATION: If **You** receive benefits under this **Agreement** and **You** have a right to recover from another party including, without limitation, any manufacturer, insurance company or service agreement provider who may be responsible to **You** for **Costs, Repairs or Services** under this **Agreement**, **Your** rights to recover automatically become **Our** rights to recover. If **We** ask, **You** agree to cooperate with **Us** in any matter concerning this **Agreement** or, to enforce **Our** rights.

TERRITORY COVERED: **You** are covered during the **Agreement** Term. This **Agreement** applies only to repairs occurring within the continental United States of America, Alaska, Hawaii and Canada.

V. EXCLUSIONS

GENERAL EXCLUSIONS: This **Agreement** DOES NOT COVER OR PAY FOR:

- (1) consequential loss or damage whatsoever, including loss, damage or injury to person(s) or property resulting from the failure of any parts of **Your Vehicle**, the Replacement of which are covered under the terms and conditions of this **Agreement**;
- (2) Renting **Your Vehicle** to someone else;
- (3) **Your Vehicle** being used for Commercial Use;
- (4) **Your Vehicle** being used for snow plowing, competition or speed events;
- (5) **Your Vehicle** being modified from the Manufacturer's original specifications regardless of who or when the modifications were made;
- (6) Fraudulent representations to obtain this **Agreement** or when presenting a request for Repair under this **Agreement**;
- (7) Any damage that occurs outside the continental United States of America, Alaska, Hawaii and Canada.

TIRE AND WHEEL REPAIR /REPLACEMENT EXCLUSIONS: The following items are not covered:

- (1) Any damage resulting from off-road use, racing, collision, accident, chain damage, misuse, abuse, lack of proper maintenance, suspension problems, use on a construction site or on roads not regularly maintained, vandalism or malicious mischief, theft, fire, or any loss covered by primary physical damage insurance;
- (2) Damage caused by driving on tires that are improperly inflated;
- (3) Tires with tread depth of 3/32" or less at the lowest point on the tire at time of claim;
- (4) Any damage to tires and/or wheels transferred from another vehicle subsequent to the **Agreement** Purchase Date;
- (5) Any damage to tires and/or wheels that are mounted on vehicles other than private passenger cars and light duty trucks and vans (under 13,500 GVWR);

- (6) Any damage that is covered by any other agreement, including warranties issued by the manufacturer. Any damage that is the result of a manufacturer defect;
- (7) Replacement wherein the manufacturer, by public announcement of a recall, established its responsibility to replace tires or wheels;
- (8) Any loss where You or any person on Your behalf falsely swears or commits any fraudulent act with respect to any claim;
- (9) Any wheel repair or replacement, or any tire replacement that is not preauthorized by the Administrator. Any loss that is not reported to Us within sixty (60) days from the date the damage occurs;
- (10) All exotic vehicles, including, but not limited to: Alfa Romeo, Alpina, Ascari, Avanti, Bugatti Noble, Pagini, Panoz, Saleen, Spyker, TVR, Daewoo, Bentley, Lamborghini, Lotus, Maserati, Ferrari, Rolls Royce. Agreements received for such vehicle class will be rejected; and
- (11) Chrome Wheels (unless appropriate chrome wheel surcharge box has been checked on the Schedule Page and surcharge has been paid) does not cover cosmetic damage to chrome or chrome clad wheels or plastic chrome covers.

COSMETIC WHEEL REPAIR EXCLUSIONS: The following are not covered under the Cosmetic Wheel Repair: Aftermarket wheels) wheel covers or damage to wheels that become dented or bent from contact as a result of frame, body or suspension damage. Only the OEM wheels on the vehicle at the time of original vehicle purchase are covered.

EMERGENCY ROADSIDE BENEFIT EXCLUSIONS: The following are not covered under the Emergency Roadside Assistance: (1) Cost of parts, fluids, lubricants, or cost of fuel, material, additional labor relating to towing, or the cost of installation of products; (2) Non-emergency mounting or removing of any tires, snow tires, off-road tires, or similar items. Tire Repair at any location other than a roadside disablement site. Trucks over one and a half ton capacity. Service for any vehicles in tow. Any and all fines. Damage or disablement due to fire, flood or vandalism; (3) Towing from, service or repair work performed at a service station, garage or repair shop. Service on a vehicle that is not in a safe condition to be towed; (4) Non-emergency towing or other non-emergency service. Impound towing or towing by other than an authorized service provider; vehicle storage charges; a second tow for the same disablement. Towing or service on roads not regularly maintained, such as sand beaches, open fields, forests, and areas designated as not passable due to construction, etc. (5) Towing at the direction of a law enforcement officer relating to traffic obstruction, impoundment, abandonment, illegal parking, or other violations of law. Coverage will not be provided in the event of emergencies resulting from the use of intoxicants or narcotics, or the use of the Covered Vehicle in the commission of a felony; (6) Repeated service calls for a Covered Vehicle in need of routine maintenance or repair. Only one disablement during any seventy-two (72) hour period will be accepted. Service secured through any other source other than this program.

NON-COVERED EXPENSES: Non-covered expenses include the following: mounting or removal of snow tires or chains; vehicle storage charges; transportation of a damaged tire or wheel to a service facility is not reimbursable other than the cost of covered emergency road service.

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

VI. CANCELLATION AND TRANSFER OF THIS AGREEMENT

- A. **You** may cancel this **Agreement** for any reason by contacting the **Dealer/Seller** or **Administrator**.
- B. 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** at any other time, a pro-rata refund of the total **Agreement** Purchase Price based on the unused days remaining, less claim(s) paid and less the applicable cancellation fee in the amount of fifty (\$50.00) dollars.
- C. **You** may cancel this **Agreement** within sixty (60) days of the **Agreement** Purchase Date, and receive a full refund of the total **Agreement** Purchase Price, less any claims paid. If **You** cancel this **Agreement** after sixty (60) days, **You** will receive a pro-rata refund of the total **Agreement** Purchase Price, less a cancellation fee of fifty (\$50.00) dollars. The **Term** of this **Agreement** for cancellation purposes will be based on the **Vehicle** Purchase Date and the **Vehicle** mileage on such date. Refunds will be payable to **You** or 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 the **Obligor** or **Dealer/Seller** receives notice of the request to cancel or sooner if required by state law.
- D. 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 **You**.
- E. All refunds will be issued through the **Dealer/Seller** from whom the **Agreement** was purchased.
- F. **Administrator** reserves the right to cancel this **Agreement** upon the occurrence of any of the following:
- Failure by **You** 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 here under.
 - 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**, including but not limited to failure of the odometer of the **Vehicle** or if for any reason it does not record the actual mileage of the **Vehicle** after the **Agreement** Purchase Date and the actual mileage of the **Vehicle** cannot be established to a reasonable degree of certainty, and if the **Vehicle** is used for **Commercial Use**, unless the surcharge is paid.
 - 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 **Administrator** shall become effective until fifteen (15) days after the notice of cancellation is mailed to **You**. The **Administrator** will not charge a cancellation fee if this **Agreement** is cancelled by the **Administrator**.
 - If the **Administrator** cancels this **Agreement** within sixty (60) days of the **Agreement** Purchase Date, a full refund of the total **Agreement** Purchase Price will be issued. If the **Administrator** cancels this **Agreement** after sixty (60) days, a pro-rata refund of the total **Agreement** Purchase Price based on the greater of the days in force or the miles driven compared to the total **Agreement Term** will be issued.
 - 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 date of **Our** cancellation or sooner if required by state law.

TRANSFER: In the event that **You** sell the **Vehicle**, this **Agreement** shall terminate. **You** may apply for a transfer to the new owner. Within thirty (30) days from the date of sale to a private party (non-commercial party) submit the following: (1) A check for a fifty dollar (\$50.00) transfer fee payable to Headstart Warranty Group (2) A copy of the Schedule Page of this **Agreement**; (3) A signed affidavit stating the date of sale, the mileage at sale and the new owner's name, address and telephone number. The **Agreement** may not be assigned separately from the **Vehicle**, nor can it be assigned to a New or Used Car Dealership or anyone other than an individual person that purchased **Your Vehicle**. This **Agreement** may only be transferred once. **IMPORTANT:** This **Agreement** is not transferable to a dealer or entity in the business of selling, trading or leasing vehicles in any event.

VII. INSURANCE STATEMENT

Our obligations to perform under this **Agreement** are insured under an insurance policy issued by Lyndon Southern Insurance Company [10751 Deerwood Park Blvd., Ste. 200, Jacksonville, FL 32256, Tel: (800) 888-2738], except in California, Georgia, New York and Wisconsin.

In Georgia, the **Obligor** is insured under an insurance policy issued by the Insurance Company of the South [10751 Deerwood Park Blvd., Ste. 200, Jacksonville, FL 32256, Tel: (800) 888-2738].

In New York and Wisconsin, the **Obligor** is insured under an insurance policy issued by the Blue Ridge Indemnity Company, [10751 Deerwood Park Blvd., Ste. 200, Jacksonville, FL 32256, Tel: (800) 888-2738].

In California, the **Obligor** is insured under an insurance policy issued by Response Indemnity Company of California, [10751 Deerwood Park Blvd., Ste. 200, Jacksonville, FL 32256, Tel: (800) 888-2738].

IF THE OBLIGOR FAILS TO PROVIDE SERVICE OR PAY A CLAIM WITHIN SIXTY (60) DAYS AFTER YOU PROVIDE PROOF OF LOSS COVERED BY THIS AGREEMENT, OR IF THE OBLIGOR BECOMES INSOLVENT OR CEASES TO CONDUCT BUSINESS DURING THE TERM OF THIS AGREEMENT, YOU MAY SUBMIT YOUR CLAIM DIRECTLY TO THE APPLICABLE INSURER AT THE ABOVE ADDRESS FOR CONSIDERATION.

VIII. ARBITRATION

DISPUTE RESOLUTION/ARBITRATION AGREEMENT AND CLASS ACTION WAIVER

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

Arbitration is a method of resolving any Claim without filing a lawsuit. In this Arbitration Agreement and Class Action Waiver (collectively including all of this section of this Agreement), **You, We,** and the **Administrator/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. "Claims" does not include a statutory claim for public injunctive relief brought under any California statute enacted for a public reason, provided that **You** are a California resident or that **You** purchased **Your Agreement** in California. In arbitration, Claims are resolved by an arbitrator and not by a judge or jury. **THE PARTIES, INCLUDING YOU, WAIVE ANY RIGHT TO HAVE CLAIMS DECIDED BY A JUDGE OR JURY.**

In addition, except as expressly stated in the Class Action Waiver or otherwise expressly stated herein, the arbitrator shall have exclusive authority to decide all issues related to the enforcement, applicability, scope, validity, and interpretation of this Arbitration Agreement, including but not limited to any unconscionability challenge or any other challenge that the Arbitration Agreement is void, voidable or otherwise invalid. Notwithstanding this Agreement to arbitrate, each of the Parties retains the right to seek remedies in small claims court to resolve any Claim, on an individual basis, within the jurisdiction of small claims court. You acknowledge Your understanding that all Parties hereunder are waiving their rights to go to court, except for small claims court, to resolve any Claims arising under or related 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.

OPT-OUT PROVISION. YOU SHALL HAVE THE RIGHT TO OPT OUT OF THIS ARBITRATION AGREEMENT AND CLASS ACTION WAIVER BY PROVIDING WRITTEN NOTICE OF YOUR INTENTION TO DO SO TO US WITHIN THIRTY (30) DAYS OF THE PURCHASE OF THIS AGREEMENT (THE DATE OF PURCHASE BEING INDICATED ON YOUR AGREEMENT).

To opt out, You must send written notice to: Headstart Warranty Group LLC. [14114 North Dallas Pkwy., Ste. 600, Dallas, Texas 75254]. You must include in Your opt out notice: (a) Your name and address; (b) the date You purchased Your Agreement; and (c) the Dealer/Seller. If You properly and timely opt out, then all Claims will be resolved in court rather than arbitration.

IX. GENERAL PROVISIONS

PAYMENT PLAN PROVISIONS

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 and mileage of this Agreement will be modified to reflect the portion of the Agreement that You have paid for. The modified Term and mileage of the Agreement will be calculated on a pro-rata basis by adding the time and mileage that You have used from the Agreement Purchase Date and Vehicle odometer mileage on the Agreement Purchase Date as listed on the Schedule Page. You may contact the Administrator toll free at [888-964-1899] to obtain the modified Term and mileage limits.

FINANCIAL AGREEMENTS

If this Agreement was financed (purchased on a Payment Plan) by a funding party, the funding party shall be entitled to a 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 issued and no claims will be approved.

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 separability 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, the Administrator or 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

IN NO EVENT WILL WE BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL LOSS OR DAMAGE UNDER THIS AGREEMENT INCLUDING, BUT NOT LIMITED TO, LIABILITY FOR INJURY, LOSS OF LIFE, PROPERTY DAMAGE, LOSS OF USE, LOSS OF TIME, INCONVENIENCE OR COMMERCIAL LOSS, TO THE EXTENT PERMITTED BY LAW, WE DISCLAIM ANY WARRANTY THAT REPAIRS OR PERFORMANCE WILL BE OF ANY PARTICULAR STANDARD OR QUALITY.

PRIVACY

It is Our policy to respect the privacy of Our customers. For information on Our privacy practices, please review Our privacy policy at [www.headstartwarrantygroup.com].

STATE REQUIREMENTS AND DISCLOSURES

ALABAMA

CANCELLATION, C., 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 greater of the days in force or the miles driven compared to the total Agreement Term, less the applicable cancellation fee. A cancellation fee not to exceed twenty-five dollars (\$25) will be charged for cancellation 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 Vehicle Purchase Date and the Vehicle mileage on such date. Refunds issued hereunder shall be issued less the value of any services received by the Agreement Holder (including claims paid). A ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within forty-five (45) days after return of the Agreement to Us. Consequential damages and Pre-existing Conditions are excluded under this Agreement. The Agreement will be governed under the laws of the State of Alabama.

ALASKA

CANCELLATION, B., is amended as follows: A cancellation fee of seven and one-half percent (7.5%) or twenty-five dollars (\$25), whichever is less.

CANCELLATION, C., is deleted in its entirety and replace 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 greater of the days in force or the miles driven compared to the total Agreement Term, less the applicable cancellation fee. A cancellation fee of seven and one-half percent (7.5%) or twenty-five dollars (\$25), whichever is less. The cancellation fee is only applicable if You cancel the Agreement after thirty (30) days the Agreement was delivered to You. If this Agreement is cancelled, We shall refund or credit to You the prorated amount of the unearned Agreement Purchase Price, less any claims paid, within forty-five (45) days after the return of this Agreement to Us. If We do not provide a refund or credit within forty-five (45) days after We cancel this Agreement, a ten percent (10%) penalty of the unearned Agreement Purchase Price for each month the refund remains unpaid shall be added to the refund.

F. Administrator is amended as follows: If the Administrator cancels this Agreement within forty-five (45) days of the Agreement Purchase Date, a full refund or credit of the total Agreement Purchase Price will be issued, less any claims paid. If the refund is not paid or credited within forty-five (45) days after the Administrator cancels this Agreement, a ten percent (10%) penalty of the unearned Agreement Purchase Price paid by the Agreement Holder for each month the refund remains unpaid shall be added to the refund.

We may only cancel this Agreement for the following reasons: (1) Your nonpayment of the Agreement Purchase Price; (2) Your conviction for a crime having as one of its necessary elements an act increasing a hazard covered by this Agreement; (3) discovery of fraud or material misrepresentation made by You in obtaining the Agreement or pursuing a claim under this Agreement; (4) discovery of a grossly negligent act or omission by You that substantially increases the hazards covered by this Agreement; (5) physical changes in the Vehicle that results in the Vehicle becoming ineligible for coverage under the Agreement; or (6) a substantial breach of duties by You related to the Vehicle. If We cancel the Agreement, written notice of such cancellation will be mailed to You at least five (5) days before cancellation by Us. The notice shall state the effective date of the cancellation and the reason for cancellation. Prior notice is not required if the reason for cancellation is nonpayment of the provider fee or fraud or a material misrepresentation by You in obtaining this Agreement or by You in pursuing a claim under the Agreement. **DISPUTE RESOLUTION/ARBITRATION AND CLASS ACTION WAIVER** - is deleted in its entirety and replaced with: If You and the Administrator/Obligor fail to agree on the amount of a covered first party loss, either may make written demand upon the other to submit the dispute for appraisal. Within ten (10) days of the written demand, each party must notify the other of the appraiser each has selected. The two appraisers will promptly choose a competent and impartial umpire. Not later than fifteen (15) days after the umpire has been chosen, unless the time period is extended by

the umpire, each appraiser will separately state, in writing, the amount of the loss. If the appraisers submit a written report of **Agreement** on the amount of the loss, the agreed amount will be binding. If the appraisers fail to agree, the appraisers will promptly submit their differences to the umpire. A decision agreed to by one of the appraisers and the umpire will be binding. All expenses and fees, not including counsel or adjuster fees, incurred because of the appraisal shall be paid, as determined by the umpire. Except as specifically provided, nothing in this section is intended to or shall in any manner limit or restrict **Your** rights or the rights of the **Administrator/Obligor**. All references to **DISPUTE RESOLUTION/ARBITRATION AND CLASS ACTION WAIVER** are deleted.

This **Agreement** will provide coverage if **Your Vehicle** is used for snow removal, provided it is properly equipped for such use and is not used commercially.

INSURANCE STATEMENT: is amended as follows: in the event the **Obligor** fails to provide a covered service within thirty (30) days after the **Agreement Holder** notifies the **Obligor** of a claim, 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) 888-2738].

Claim Procedures is amended as follows: **The time limit claims reporting requirement for all coverage is not applicable; thereby all references to such requirements are deleted in their entirety.**

EXCLUSION 9., is deleted and replaced with the following: (9) Any wheel repair or replacement, or any tire replacement that is not preauthorized by the Administrator. Any loss that is not reported to Us within sixty (60) days from the date the damage occurs will not be denied for timeliness unless the late reporting prejudiced Us;

FINANCIAL AGREEMENTS is amended as follows: **If this Agreement was financed (purchased on a Payment Plan) by a funding party, the funding party shall be entitled to a 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 claims will be approved. Any applicable refund will be provided per the requirements in the CANCELLATION section.**

ARIZONA

CANCELLATION, C., is amended as follows: **You** may cancel this **Agreement** by submitting a written request containing a copy of **Your Agreement** and the current mileage on **Your Vehicle**. During the first thirty (30) days from the **Agreement Purchase Date**, **We** will refund **You** one hundred percent (100%) of the **Contract Purchase Price** with no deductions for any claims or pending claims. 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 months remaining, less claims paid and less a cancellation fee of fifty dollars (\$50.00) or ten percent (10%) of the unearned **Agreement pro-rata purchase price**, whichever is less.

F. Administrator is amended as follows: **We** may not cancel or void this **Agreement** or any provisions of this **Agreement** due to acts or omissions by **Us**, **Our** assignees or subcontractors for their failure to provide correct information or to perform services or repairs in a timely, competent, and workman like manner. This **Agreement** will be cancelled or voided by **Us** or **Our** representatives for the following material acts or omissions after the **Agreement Purchase Date**: (a) fraudulent or unlawful acts by **You** arising out of or relating to the **Agreement**; (b) **You** use a covered consumer product in a manner other than as intended by the manufacturer that is likely to increase the likelihood that the consumer product will be damaged or require repairs. Consequential damages are excluded under this **Agreement**. Parts or components repaired or replaced under the **Contract** will not be excluded from coverage.

The **DISPUTE RESOLUTION/ARBITRATION AGREEMENT AND CLASS ACTION WAIVER** is amended to include: Arbitration cannot be an absolute dispute remedy and both parties must agree to arbitration. This arbitration provision does not prohibit an Arizona resident from following the process to resolve complaints under the provisions of A.R.S. §20-1095.09, Unfair trade Practices as outlined by the Arizona Department of Insurance and Financial Institutions. To learn more about this process, **You** may contact the Arizona Department of Insurance and Financial Institutions at 100 N. 15th Ave., Suite 261, Phoenix, AZ 85007-2630, Attn: Consumer Protection.

You may directly file any complaint with the Arizona Department of Insurance and Financial Institutions (A.D.I.F.I.) against a Service Company issuing an approved Service Contract under the provisions of A.R.S. §§ 20-1095.04 and/or 20-1095.09 by contacting the Consumer Protection Division of the A.D.I.F.I. at 602-364-2499 or difi.az.gov.

ARKANSAS

The **CANCELLATION** section is amended as follow: Claims paid will not be deducted from **Your** cancellation refund amount. Arbitration clause is non-binding and voluntary.

CALIFORNIA

DEFINITION of PRE-EXISTING CONDITIONS is amended as follows: a condition that existed prior to the **Agreement Purchase Date**.

CANCELLATION, C., is amended as follows: **You** may cancel this **Agreement** by submitting a written request to the **Dealer/Seller** 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 (\$25.00), whichever is less.

F. Administrator 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** 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/Seller** 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 **Vehicle's** lienholder unless the lien is satisfied.

DISPUTE RESOLUTION/ARBITRATION 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. Headstart Warranty Group LLC., [14114 North Dallas Pkwy., Ste. 600, Dallas, Texas 75254 (888) 964-1899 (CA Lic.:)]. 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 California Department of Insurance at (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 **INSURANCE STATEMENT** of this **Agreement**. Policy Number HEADSTART-42.

CONNECTICUT

If this **Agreement** has a **Term** of less than one (1) year, the **Agreement Term** shall be extended for the time period the **Vehicle** is being repaired under this **Agreement**.

CANCELLATION, C., is amended as follows: This **Agreement** may be cancelled by **You** at any time for any reason by submitting a written request to the **Administrator** or **Dealer/Seller** containing a copy of **Your Agreement**.

You may pursue arbitration to settle disputes between **You** and the **Administrator**. A written complaint containing a description of the dispute, the purchase or lease price of the **Vehicle**, the cost of repair of the **Vehicle** and a copy of **Your Agreement** may be mailed to: State of Connecticut, Insurance Department, P.O. Box 816, Hartford, CT 06142-0816, Attention: Consumer Affairs Division.

We do not offer in-home service for Your Vehicle.

FLORIDA

CANCELLATION, A., B., & C., are deleted in their entirety and replaced with the following: **You** may cancel this **Agreement** by submitting a written request to the **Administrator** or **Dealer/Seller** containing a copy of **Your Agreement**. During the first sixty (60) days from the **Agreement Purchase Date**, **We** or the **Dealer/Seller** will refund **You** one hundred percent (100%) of the **Agreement Purchase Price**, less any claims paid on **Your Agreement**. After the first sixty (60) days from the **Agreement Purchase Date**, **We** or the **Dealer/Seller** will refund **You** a pro

rata amount of the **Agreement** Purchase Price, based on the months remaining, less a fifty dollar (\$50) cancellation fee or ten percent (10%) of the unearned pro rata premium, whichever is less.

The **Administrator** section is deleted in its entirety and replaced with the following: **We** may cancel this **Agreement** during the first sixty (60) days of the **Agreement** Purchase Date for any reason. After sixty (60) days, **We** may cancel this **Agreement** for material misrepresentation or fraud at time of sale or for non-payment of **Agreement** Purchase Price or if **You** have failed to maintain the covered parts as prescribed by the manufacturer. If **We** cancel this **Agreement**, **We** or the **Dealer/Seller** will refund **You** one hundred percent (100%) of the **Agreement** Purchase Price, less any claims paid on **Your Agreement**. If **We** cancel this **Agreement** for non-payment of the **Agreement** Purchase Price by **You**, **We** shall provide **You** notice of cancellation by certified mail. If **Your Agreement** is financed, the lienholder has the right to receive any portion of the cancellation refund amounts. If **Your** covered **Vehicle** is repossessed, stolen or declared a total loss, **You** authorize the lienholder to cancel this **Agreement**. The lienholder, if any, will be named on a cancellation refund check as their interest may appear. **A forty dollars (\$40) transfer fee is applicable. DISPUTE RESOLUTION/ARBITRATION AND CLASS ACTION WAIVER** section is amended to add the following: Arbitration proceedings shall be conducted in the county in which the consumer resides. **The Agreement Purchase Price charged for this Agreement is not subject to regulation by the FL Office of Insurance Regulation.**

GEORGIA

CANCELLATION, B., is amended as follows: If the lienholder cancels the **Agreement** after sixty (60) days of the **Agreement** Purchase Date, the cancellation fee is fifty dollars (\$50) or ten (10%) percent of the pro rata refund amount, whichever is less.

CANCELLATION, C., is amended to read as follows: If **You** cancel the **Agreement** within sixty (60) days of the **Agreement** Purchase Date, the cancellation fee will not be charged. A ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within forty-five (45) days of the return of this **Agreement** to **Us**. If cancelled after sixty (60) days, the cancellation fee will be fifty dollars (\$50) or ten percent (10%) of the pro rata refund amount, whichever is less. If **You** cancel this **Agreement** and have not received a refund from **Us** or the **Administrator** within sixty (60) days of such cancellation, **You** may contact the Insurance Company identified in the **INSURANCE STATEMENT**. In the event of cancellation, **You** will not be charged for claims paid or repair service fees.

F. Administrator is amended as follows: **We** may cancel this **Agreement** for non-payment of the **Agreement** Purchase Price or 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 sixty (60) days or a claim has been filed, **We** will refund an amount of the **Agreement** Purchase Price according to the pro rata method reflecting the greater of the days in force or the miles driven based on the **Term** of the plan selected and the **Agreement** Purchase Date. Pre-existing conditions known to **You** are not covered, including any covered part that was broken, worn beyond serviceable limits, or making noise at the time of purchase, or any component or system that was not functioning properly upon the first attempt to operate.

GENERAL EXCLUSIONS, 5., is deleted and replaced with the following: **Your Vehicle** being modified from the Manufacturer's original specifications by **You** or with **Your** knowledge.

TIRE AND WHEEL REPAIR/REPLACEMENT EXCLUSIONS - 1. Is amended to read as follows: **Misuse or Abuse:** subsequent to the purchase of this agreement, negligence, modification, alteration, tampering, disconnection, improper adjustments or repairs, installation of parts not equivalent in quality and design to parts supplied by manufacturer or add on parts.

DISPUTE RESOLUTION/ARBITRATION AND CLASS ACTION WAIVER provision is deleted in its entirety. Arbitration does not apply in Georgia. The **OPT-OUT PROVISION** only applies to the **CLASS ACTION WAIVER**.

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

HAWAII

CANCELLATION, C., 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.

F. Administrator 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. A notice will not be provided if cancellation is for non-payment, material misrepresentation, or a substantial breach of duties by **You** relating to the **Vehicle** or its use.

IDAHO

CANCELLATION, C., is amended as follows: Claims paid will not be deducted from **Your** cancellation refund amount.

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

ILLINOIS

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

INDIANA

Your proof of payment to the **Dealer/Seller** for this **Agreement** shall be considered proof of payment. This **Agreement** is not insurance and is not subject to Indiana insurance law. **INSURANCE STATEMENT** 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, the **Agreement Holder** is entitled to make a claim directly against the insurance company referenced in the **INSURANCE STATEMENT** section.

IOWA

CANCELLATION, C., is amended to include the following: If cancelled after the first thirty (30) days, the cancellation fee for cancellation by **You** can be no more than ten percent (10%) of the **Agreement** Purchase Price or fifty dollars (\$50), 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**.

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

INSURANCE STATEMENT is amended as follows: Obligation 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, the **Agreement Holder** is entitled to make a claim directly against the insurance company referenced in the **INSURANCE STATEMENT** section.

KENTUCKY

Transfer fee and Cancellation fee are not applicable.

LOUISIANA

CANCELLATION, C., is amended as follows: If **You** have requested cancellation within the first thirty (30) days, a full refund, less a fifty dollar (\$50) cancellation fee, shall be issued. 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 this **Agreement** to **Us**.

F. Administrator 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 for, non-payment of the **Agreement** Purchase Price, 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 CONTRACT AND CLASS ACTION WAIVER** section is voluntary and non-binding.

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

MAINE

CANCELLATION, C., is deleted and replaced with the following: The **Agreement Holder** may cancel this **Agreement** within the first 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 greater of the days in force or the miles driven compared to the total **Agreement** Term, less the applicable cancellation fee of fifty dollars (\$50) 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 date of purchase of the **Vehicle** and the **Vehicle** mileage on such date. Refunds issued hereunder shall be issued less the value of any services received by the **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 **Dealer/Seller** receives notice of the request to cancel from 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 this **Agreement** to **Us**.

F. Administrator 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 to **Us**. The notice must state the effective date of the cancellation and the reason for the cancellation. If the **Administrator** 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 **Administrator** 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 an emergency repair is needed when **Our** claims office is closed and prior authorization for the repair cannot be obtained, **You** should proceed with the claim procedure and contact **Us** for the reimbursement consideration instructions on the next business day.

GENERAL EXCLUSIONS – is amended to include the following: Consequential damages and **Pre-Existing Conditions** are not covered under this **Agreement**.

INSURANCE STATEMENT is amended as follows: If **We** fail 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 **INSURANCE STATEMENT** of this **Agreement**.

MARYLAND

CANCELLATION, C., is amended as follows: If **You** are the original **Agreement Holder** and **You** cancel this **Agreement** within thirty (30) days of the original **Agreement** Purchase Date, a 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 greater of the days in force or the miles driven compared to the total **Agreement** Term. The **Term** of this **Agreement** for cancellation purposes will be based on the date of purchase of the **Vehicle** and the **Vehicle** mileage on such date. Refunds hereunder shall be issued less the value of any services received by the **Agreement Holder** (including 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 made 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 **Dealer/Seller** receive notice of cancellation from the **Agreement Holder**.

F. Administrator 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; or a change in the condition of the risk that results in an increase in the hazard insured against;
- 3) for non-payment of premium; or
- 4) 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.

DISPUTE RESOLUTION/ARBITRATION CONTRACT AND CLASS ACTION WAIVER does not apply in Maryland.

The transfer fee does not apply in Maryland.

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

INSURANCE STATEMENT is amended as follows:

You may file a direct claim with the insurance company listed in the **INSURANCE STATEMENT** section if **We** fail to pay any claim or make any refund or consideration due within sixty (60) days after the proof is filed with the **Us**. To do so, please call the following toll-free number for instructions: (800) 888-2738.

This **Agreement** is extended automatically when the **Obligor** fails 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

CANCELLATION, C., 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 **Dealer/Seller** listed on the **Schedule Page**.

MINNESOTA

CANCELLATION, C., 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 **Obligor**. If **We** cancel the **Agreement**, written notice of such cancellation will be mailed to **You** within fifteen (15) days of the date of cancellation and will state the effective date and the reason for cancellation; five (5) days written notice will be mailed to **You** for non-payment of premium, material misrepresentation or substantial breach of duties by **You**.

MISSISSIPPI

CANCELLATION, C., is amended as follows: The cancellation fee is not to exceed ten percent (10%) of the **Agreement** Purchase Price or fifty dollars (\$50), whichever is less. 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**.

F. Administrator 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 covered product 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 greater of the days in force or the miles driven 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 Arbitration Agreement.
- 2.) The Arbitration Agreement 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 of the parties.
- 5.) When **You** become a **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 Our toll-free assistance line at (844) 870- 4881.

NEBRASKA

DISPUTE RESOLUTION/ARBITRATION CONTRACT 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 by this **Agreement** against **Us** or **Us** against a person covered under this **Agreement**, may be resolved by arbitration only upon mutual consent of the parties. Arbitration pursuant to this provision shall be subject to the following:

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

NEVADA

DISPUTE RESOLUTION/ARBITRATION CONTRACT AND CLASS ACTION WAIVER does not apply in Nevada.

CANCELLATION, C., is deleted in its entirety and replaced with the following: **You** may cancel this **Agreement** by submitting a written request to the **Administrator** or **Dealer/Seller** containing a copy of **Your Agreement** and the current mileage on **Your Vehicle**. During the first thirty (30) days from the **Agreement** Purchase Date, **We** or the **Dealer/Seller** will refund **You** one hundred percent (100%) of the **Agreement** Purchase Price. After the first thirty (30) days from the **Agreement** Purchase Date, **We** will refund **You** a pro-rated amount of the **Agreement** Purchase Price, less a twenty-five dollar (\$25) cancellation fee, within forty-five (45) days after the **Agreement** has been returned to **Us**. A ten percent (10%) penalty per month shall be added to a refund that is not made within forty-five (45) days of return of this **Agreement** to **Us**.

F. Administrator 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 **Dealer/Seller** will refund **You** one hundred percent (100%) of the **Agreement** Purchase Price. No claims paid on **Your Agreement** will ever be deducted from any refund issued pursuant to this **Agreement** in Nevada. If **We** cancel this **Agreement**, no cancellation will become effective until at least fifteen (15) days after the notice of cancellation is mailed to **You**. If **Your Agreement** is financed, the lender has the right to receive any portion of the cancellation refund amounts. If **Your Vehicle** is repossessed, stolen or declared a total loss, **You** authorize the lender to cancel this **Agreement**. In either case, no cancellation will become effective until at least fifteen (15) days after the notice of cancellation is mailed to **You**. This **Agreement** will not be initially issued to any vehicle whose original warranty has ever been voided by the manufacturer.

However, if this **Agreement** has already been issued and the manufacturer's warranty becomes void during the **Term** of this **Agreement**, **We** will not automatically suspend all coverage. **We** will not provide any coverage that would have otherwise been provided under the manufacturer's warranty. However, **We** will continue to provide any other coverage under this **Agreement**, unless such coverage is otherwise excluded by the terms of this **Agreement**. This **Agreement** is non-renewable. If **You** are not satisfied with the manner in which **We** are handling the claim on the **Agreement**, **You** may contact the Nevada Commissioner by use of the toll-free telephone number: (888) 872-3234 or <http://doi.nv.gov/>.

TRANSFER OF AGREEMENT is amended as follows: Transfer fee is twenty-five (\$25) dollars.

NEW HAMPSHIRE

CANCELLATION, C., is amended as follows: The cancellation fee is fifty (\$50) dollars or ten (10%) percent of the **Agreement** Purchase Price, whichever is less.

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

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

NEW JERSEY

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

F. Administrator 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 cancelled 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, C., is amended as follows: 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. 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) or ten percent (10%) of the **Agreement** Purchase Price, whichever is less, and less any claims paid. The right to void this **Agreement** is not transferable and applies to only the original **Agreement Holder**.

F. Administrator is amended as follows: No **Agreement** that has been in effect for at least seventy (70) days will be cancelled by **Us** before the expiration of the agreed **Term** of one (1) year after the **Agreement** Purchase Date, whichever occurs first, except on any of the following grounds:

- (a) **You** fail to pay an amount when due;
- (b) **You** are convicted of a crime that results in an increase in the service required under the **Agreement**;
- (c) **We** discover that fraud was committed or there was a material misrepresentation by **You** in obtaining the **Agreement**, or in presenting a claim for payment;
- (d) **We** discover an act or omission by **You** or a violation by **You** of any condition of the **Agreement** that occurred after the effective date of the **Agreement** that substantially and materially increased the service required under the **Agreement**.

We will mail a cancellation notice to **You** at least fifteen (15) days prior to the cancellation effective date.

The notice of 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.

NEW YORK

CANCELLATION, C., 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**.

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

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

NORTH CAROLINA

CANCELLATION is amended as follows: A twenty-five dollar (\$25) cancellation fee or ten percent (10%) of the pro-rata refund amount, whichever is less, is applicable.

F. Administrator is amended as follows: **We** may only cancel this **Agreement** for non-payment of premium or for a direct violation of the **Agreement** by **You**.

OHIO

THIS AGREEMENT IS NOT INSURANCE AND IS NOT SUBJECT TO THE INSURANCE LAWS OF THIS STATE.

CANCELLATION, C., is amended as follows: In the event **You** cancel this **Agreement** and no refund is received, **You** may contact the insurance company listed in the **INSURANCE STATEMENT** section of this **Agreement** for **Your** refund.

INSURANCE STATEMENT 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, the **Agreement Holder** is entitled to make a claim directly against the insurance company referenced in the **INSURANCE STATEMENT** section.

OKLAHOMA

This **Agreement** is not issued by the manufacturer or wholesale company marketing the product. This warranty will not be honored by such manufacturer or wholesale company. The coverage afforded under this **Agreement** is not guaranteed by the Oklahoma Insurance Guaranty Association. Oklahoma Service Warranty Statutes do not apply to commercial use references in Service Warranty Contract.

CANCELLATION, C., is deleted in its entirety and replaced with the following: **You** may cancel this **Agreement** by submitting a written request to the **Dealer/Seller** containing a copy of **Your Agreement**. If **You** cancel during the first thirty (30) days from the **Agreement** Purchase Date, and no claim has been authorized or paid, **We** or the **Dealer/Seller** will refund **You** one hundred percent (100%) of the **Agreement** Purchase Price. After the first thirty (30) days from the **Agreement** Purchase Date, or if a claim was made within the first thirty (30) days, **We** or the **Dealer/Seller** shall provide a refund of ninety percent (90%) of the unearned pro rata premium, less the cost of service provided under this **Agreement**. **We** may cancel this **Agreement** during the first thirty (30) days of the **Agreement** Purchase Date for any reason. After thirty (30) days, **We** may cancel this **Agreement** for material misrepresentation or fraud at time of sale or for non-payment of **Agreement** Purchase Price. **F. Administrator** is amended as follows: If **We** cancel this **Agreement**, **We** or the **Dealer/Seller** will refund **You** one hundred percent (100%) of the **Agreement** Purchase Price, less the cost of service provided under this **Agreement**. If **Your Agreement** is financed, the lienholder has the right to receive any portion of the cancellation refund amounts. If **Your Vehicle** is repossessed, stolen or declared a total loss, **You** authorize the lienholder to cancel this **Agreement**. **DISPUTE RESOLUTION/ARBITRATION CONTRACT AND CLASS ACTION WAIVER** 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.

DISPUTE RESOLUTION/ARBITRATION CONTRACT AND CLASS ACTION WAIVER does not apply in Oregon. If an emergency repair must be performed outside of normal business hours, **You** may contact the **Administrator** during normal business hours to seek reimbursement of a covered claim.

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.

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 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

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, SC 29202-3105, (800) 768-3467.

CANCELLATION, C., is amended to include the following: A ten (10) percent 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**.

F. Administrator is amended 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.

TEXAS

CANCELLATION, C., 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 days in force compared to the total **Agreement** Term, less claims paid and the applicable cancellation fee in the amount of fifty dollars (\$50). The **Term** of this **Agreement** for cancellation purposes will be based on the **Vehicle** Purchase Date. If a refund is owed, the refund will be paid or credited within thirty (30) days from the date the **Obligor** or **Dealer/Seller** receive 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 this **Agreement** to **Us**.

F. Administrator 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 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 **INSURANCE STATEMENT** 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, 920 Colorado, Austin, Texas 78701, or P.O. Box 12157, Austin, Texas 78711, (800) 803-9202.

Our service contract provider license number is: 799

UTAH

Coverage afforded under this **Agreement** is not guaranteed by the Utah Property and Casualty Guaranty Association. This **Agreement** is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department.

CANCELLATION, F., 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.

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

INSURANCE STATEMENT is amended as follows: In the event the **Obligor** fails to pay a 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 in the **INSURANCE STATEMENT** section. To do so, please call the following number for instructions: (800) 888-2738.

DISPUTE RESOLUTION/ARBITRATION CONTRACT AND CLASS ACTION WAIVER is amended as follows: Any matter in dispute between consumer 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 consumer 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, F., 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 terms or conditions of the **Agreement**. 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' notice 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, C., 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 **Dealer/Seller** or directly to **Us**. Written notice shall contain an odometer statement indicating the odometer reading at the date of the request of 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 **Dealer/Seller** 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. The refund will be equal to the lesser amount produced using either the number of days the **Agreement** was in force or the number of miles the **Vehicle** was driven prior to cancellation, less a cancellation fee of twenty-five dollars (\$25). Claims paid will not be deducted from **Your** cancellation refund amount. If a refund is owed, the refund will be paid or credited within thirty (30) days from the date the **Obligor** or **Dealer/Seller** receive 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**.

F. Administrator 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 Price, 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 greater of the days in force or the miles driven 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 actual reason for cancellation and shall be mailed or delivered to **You** not less than ten (10) days prior to the effective date of cancellation, where such cancellation is for non-payment of the **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.

INSURANCE STATEMENT is amended as follows: **Our** performance under this **Agreement** is insured by an insurance policy issued to **Us** by the insurance company listed in the **INSURANCE STATEMENT** section HEADSTART-46. If **You** cancel this **Agreement**, **You** may apply for a refund with the insurance company. 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 the service contract seller also sold the **Vehicle**.

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

The **DISPUTE RESOLUTION/ARBITRATION CONTRACT AND CLASS ACTION WAIVER** section is amended as follows: 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 close proximity to the **Agreement Holder's** permanent residence.

WASHINGTON D.C.

CANCELLATION, C., 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.

F. Administrator 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, C., 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 **INSURANCE SETTLEMENT** section of this **Agreement**.

DISPUTE RESOLUTION/ARBITRATION CONTRACT AND CLASS ACTION WAIVER 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

THIS AGREEMENT IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE.

CANCELLATION, C., is deleted in its entirety and replaced with the following: **You** 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 less the cancellation fee. The cancellation fee may not exceed the lesser of fifty dollars (\$50) 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**.

F. Administrator 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 greater of the days in force or the miles driven compared to the total **Agreement Term** will be issued, less any claims paid. In the event of a total loss 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 pro-rata refund of the unearned **Agreement** Purchase price, 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 **INSURANCE STATEMENT** section of this **Agreement**, for reimbursement, payment, or provision of service. 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.

WYOMING

CANCELLATION, C., is amended to add the following: If a full refund is due **You** under this **Agreement**, 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**.

F. Administrator is amended as follows: **We** shall mail written notice to **You** at **Your** last known address in the records of the **Obligor** 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.

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