



**Five Star**  
**VEHICLE SERVICE AGREEMENT**  
**SCHEDULE PAGE**

AGREEMENT HOLDER SAMPLE CONTRACT			EMAIL ADDRESS
ADDRESS			TELEPHONE
CITY	STATE	ZIP CODE	
SELLER CARPUTTY			SELLER CODE
ADDRESS			TELEPHONE (888-598-2660)
CITY	STATE	ZIP CODE	
LIENHOLDER CARPUTTY			
ADDRESS			TELEPHONE 888-598-2660
CITY	STATE	ZIP CODE	
ODOMETER MILEAGE ON AGREEMENT PURCHASE DATE _____			VEHICLE PURCHASE PRICE
AGREEMENT PURCHASE DATE	AGREEMENT PURCHASE PRICE		AGREEMENT TERMS OF PAYMENT: PAID IN FULL <input type="checkbox"/> PAYMENT PLAN <input type="checkbox"/> FINANCED <input checked="" type="checkbox"/> LEASED <input type="checkbox"/>
YEAR	MAKE	MODEL	VEHICLE IDENTIFICATION NUMBER
COVERAGE TYPE: <u>Five Star</u>		DEDUCTIBLE: <u>\$100.00</u>	
COVERAGE TERM MONTHS: <u>36</u>		COVERAGE MILEAGE LIMIT: <u>36000</u>	
<div style="border: 1px solid black; width: 80px; height: 30px; margin: 0 auto;"></div> Initials	WA Residents Only: By initialing this box I acknowledge that I have reviewed the Term/Mileage Limits, and the Implied Warranty and Cancellation sections of the WA State Disclosure. Additionally, I have reviewed the Coverages, Exclusions and Your Responsibilities set forth in Sections Three and Four of this Agreement.		

**THIS IS NOT AN AUTOMOBILE PHYSICAL DAMAGE OR AUTOMOBILE LIABILITY INSURANCE CONTRACT**

**WHEN BREAKDOWN COVERAGE BEGINS AND EXPIRES: BREAKDOWN COVERAGE BEGINS ON THE AGREEMENT PURCHASE DATE LISTED ON THE SCHEDULE PAGE. BREAKDOWN COVERAGE ENDS AT 12:00 MIDNIGHT ON THE DAY OF THE COVERAGE TERM IN MONTHS LISTED ON THE SCHEDULE PAGE OR WHEN THE VEHICLE'S ODOMETER MILEAGE EXCEEDS THE ODOMETER MILEAGE ON AGREEMENT PURCHASE DATE LISTED ON THE SCHEDULE PAGE PLUS THE COVERAGE MILEAGE LIMIT LISTED ON THE SCHEDULE PAGE, WHICHEVER OCCURS SOONER.**

**YOU ARE NOT REQUIRED TO ENTER INTO THIS AGREEMENT IN ORDER TO PURCHASE, LEASE OR OBTAIN FINANCING FOR A VEHICLE. You should read this Agreement carefully. It contains the entire Agreement between You and Us. It takes precedence over any other written or oral statements made to You with respect to this Agreement. This is a service Agreement, not a warranty. Review "Special State Disclosures and 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. If the Vehicle is ineligible for coverage, the Administrator will notify You within thirty (30) days of the Administrators receipt of the Agreement. You acknowledge Your understanding of and agree 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 section H. of this Agreement.**

\_\_\_\_\_  
Customer Signature

\_\_\_\_\_  
Dealership Signature

\_\_\_\_\_  
Date

ADMINISTRATOR: SMART AUTOCARE, P.O. Box 852770 Richardson, TX 75085, (800) 242-7316  
 AUTHORIZATION IS REQUIRED PRIOR TO THE COMMENCEMENT OF ALL REPAIRS!  
 NATIONWIDE CLAIMS CALL: 855-292-9311 or EMAIL: [claims@smartautocare.com](mailto:claims@smartautocare.com)  
 FOR EMERGENCY ROADSIDE ASSISTANCE COVERAGE YOU MUST CALL 1- 888-246-2014

## DEFINITIONS

**AGREEMENT HOLDER, YOU, YOUR** – The purchaser of this **Agreement**.

**AGREEMENT** – This vehicle service **Agreement**.

**BREAKDOWN/MECHANICAL BREAKDOWN** – The failure of a **Covered Part** under normal service due to defects in material or workmanship. A **Covered Part** has failed when it can no longer perform the function for which it was designed solely because of its condition and not because of the action or inaction of any noncovered parts.

**COMMERCIAL USE** – A **Commercial Use** vehicle is defined as a vehicle registered to a business and/or for business purposes. Vehicles that are used in excess of manufacturers G.V.W. Vehicles used for construction purposes, delivery purposes, commercial towing, commercial farm operation, tow trucks, snowplows any type of emergency vehicles, volunteer public service(s), motor pool vehicles, rental, taxi cabs, livery or for excessive hauling and pulling are excluded from coverage hereunder. (This does not include rideshare i.e. Uber or Lyft.)

**COVERED PART** – The eligible parts listed in the **Breakdown** Coverage section of this **Agreement**, Schedule of Coverages. The listed parts must be factory installed equipment on **Your Vehicle** or replacement parts meeting the manufacturer's specifications.

**DEDUCTIBLE** – The amount indicated on the **Schedule Page** that **You** must pay for the repair of a **Breakdown**. A **Deductible** does not apply to emergency roadside assistance, substitute transportation or trip interruption coverage.

**LUBRICATED PARTS/COMPONENTS** – Parts contained within a case, block, or housing that require proper qualities and quantities of oil or lubrication to function as designed.

**MILEAGE LIMIT** – The maximum number of miles indicated on the **Schedule Page** that this **Agreement** shall be in force.

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

**REPAIR FACILITY** – A licensed **Repair Facility** (licensed as a retail merchant to perform mechanical repairs) authorized by the **Administrator** to perform repair services under this **Agreement**.

**SCHEDULE PAGE** – The numbered document which is part of this **Agreement** where information regarding **You, Your Vehicle** and coverage options is shown.

**SERVICE AGREEMENT PROVIDER, WE, US, AND OUR (ADMINISTRATOR/OBLIGOR)** – SMART AUTOCARE, P.O. Box 852770, Richardson, TX 75085 (800-242-7316) in all states, except:

- FL – **Service Agreement Provider** – Lyndon Southern Insurance Company, 10751 Deerwood Park Blvd., Ste. 500, Jacksonville, Florida 32256 (800) 888- 2738 Florida License No. 03698.

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

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

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

## EMERGENCY ROADSIDE ASSISTANCE COVERAGE

FOR EMERGENCY ROADSIDE ASSISTANCE COVERAGE, YOU MUST CALL 1- 888-246-2014

The following are covered emergencies, subject to the one hundred dollars (\$100.00) per occurrence limit:

Roadside Assistance is available twenty-four (24) hours a day/three hundred sixty-five (365) days a year anywhere in the United States (including Alaska & Hawaii and Canada). The following non-accident related services are available up to a maximum benefit of one hundred (\$100.00) dollars per incident:

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

### ROADSIDE ASSISTANCE

**Your** coverage begins on the **Agreement** Purchase Date shown on the **Schedule Page** and terminates on the expiration of the **Term** of **Your Agreement** shown on the **Schedule Page**. **You** will only have to pay for any non-covered expenses or costs in excess of **Your** one hundred dollars (\$100) per occurrence maximum.

All of the Roadside Assistance benefits are provided by Auto Knight Motor Club, Inc., Administrative Office located at: 10751 Deerwood Park Blvd., Ste. 200, Jacksonville, FL 32256, (888) 246-2014 and a service vehicle will be dispatched to **Your** assistance. Important: Please be with **Your Vehicle** when the service provider arrives, unless it is unsafe to remain with the **Vehicle**, as the service provider cannot service an unattended **Vehicle**. In the event that service is not obtainable through Auto Knight Motor Club, Inc., **You** will receive an authorization number to receive a refund of payments made according to **Your** program benefit and coverage limits for services received independently. **You** must first contact Auto Knight Motor Club, Inc., for authorization to obtain independent services.

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

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

**THIS IS NOT A ROADSIDE ASSISTANCE REIMBURSEMENT SERVICE.**

## **BREAKDOWN COVERAGE**

### **A. BREAKDOWN COVERAGE**

At the sole discretion of the **Administrator, We** will repair, replace, or have repaired or replaced any **Covered Part** which experiences a **Breakdown**. In case of **Breakdown You** must follow the procedures in SUBSECTION B, "HOW TO FILE A CLAIM". At the sole discretion of the **Administrator, We** will reimburse **You** or **Your Repair Facility** for preauthorized expenses incurred, less the **Deductible** (if applicable) for the repair or replacement of a **Covered Part**. At the sole discretion of the **Administrator, We** will pay up to the manufacturer's suggested retail price for a part. Replacement may be made with new, remanufactured or used parts, which are of a like kind and quality comparable with the original design specifications and wear tolerances of **Your Vehicle**. At the sole discretion of the **Administrator, We** will pay up to the **Repair Facility's** published hourly labor rate multiplied by the appropriate operation time as published in a national labor rate time guide. At the sole discretion of the **Administrator, We** reserve the right to request **Your Vehicle** be moved to another **Repair Facility**.

### **B. HOW TO FILE A CLAIM**

- (1) **Take immediate action to prevent further damage. This Agreement will not cover damage caused by not securing a timely repair of the failed component.**
- (2) **If it is dangerous to operate Your Vehicle, or if operating Your Vehicle may cause further damage, You must have the Vehicle towed (refer to Roadside Assistance section).**
- (3) **Take Your Vehicle back to the Seller, or any Repair Facility, or You may contact the Administrator at 800-242-7316 for assistance.**
- (4) **The Repair Facility must call the Claim Department at 800-242-7316 for approval prior to repairing or cleaning any parts.**
- (5) **The Repair Facility must provide an estimate of parts and labor costs in order to obtain approval. No claim payments will be made if the Claim Department has not issued a claim approval reference number prior to repairing, replacing, or cleaning any parts.**
- (6) **You must authorize any charge(s) necessary to determine cause of failure. This includes necessary diagnostic and tear down charges. If it is determined that the failure does not constitute a Breakdown under the terms of this Agreement, You must pay for all diagnostic, tear down and repair charges.**
- (7) **You must cooperate in Our investigation of any Breakdown. You must allow Us to inspect Your Vehicle if We ask to do so. We have no obligation to inspect Your Vehicle or to certify its condition before or after covered repairs are completed.**
- (8) **You must, upon request, show Us and/or the Repair Facility all sales receipts, invoices, or work orders showing that the Vehicle has been properly serviced or maintained according to manufacturer's specifications and/or provide documentation to prove ownership of the Vehicle.**
- (9) **Within thirty (30) days of the repair, You or Repair Facility must furnish Us with copies of the repair order and other requested receipts or documents. You must submit an explanation of the Breakdown and repairs including an itemized, dated repair order and paid receipt(s), including any paid receipt(s) for substitute transportation and, if applicable, emergency roadside assistance expenses. All receipts must be in Your name and must show the date(s), Vehicle description, and odometer reading at the time of the Breakdown, and Your Agreement number.**
- (10) **We would like to contact You regarding the status and progress of Your claim via a text message. During Your initial claim contact with the Administrator, you will be asked to confirm Your acceptance of receiving text messages. You can opt-out of receiving text messages at any time by contacting the Administrator at 800-242-7316 or "Text STOP to end".**

### **C. SUBSTITUTE TRANSPORTATION COVERAGE**

If **Your Vehicle** becomes inoperative due to a **Mechanical Breakdown**, that is covered by this **Agreement, We** will pay for car rental reimbursement up to \$50.00 per day for every eight (8) hours, (or portion thereof), of labor time required to complete repair, up to a maximum of seven (7) days, or a total not to exceed \$350.00. To qualify for the first day(s) reimbursement, the **Vehicle** must be inoperable or unsafe to drive requiring that it be retained by the **Repair Facility** overnight or the covered repair must exceed a minimum of four (4) hours labor, as defined in the current year manufacturer or other accredited flat rate repair manual. This coverage does not apply to the time waiting for parts, services, weekends, or other delays beyond the control of the **Repair Facility** or the **Administrator**. Car Rental will be reimbursed only upon receipt of an invoice from a licensed car rental agency.

### **C1. TRIP INTERRUPTION COVERAGE**

In the event that the **Breakdown** of a **Covered Part** by this **Agreement** occurs more than one hundred (100) miles from **Your** home and results in a **Repair Facility** keeping **Your Vehicle** overnight, **We** will reimburse **You** up to seventy five dollars (\$75.00) per day for a maximum of three (3) days for receipted lodging and restaurant expenses incurred between the date of the **Breakdown** and the date on

which the repairs are completed. The total benefit per **Breakdown** occurrence shall not exceed two hundred and twenty-five dollars (\$225.00).

#### **D. DIAGNOSTIC COVERAGE**

We will pay for reasonable, necessary and customary diagnostic charges incurred in conjunction with a **Breakdown**, not to exceed the labor time listed in nationally recognized parts and labor guides. **Administrator** reserves the right to approve or deny diagnostic charges at the sole discretion of the **Administrator**. DIAGNOSTIC TIME WILL NOT BE PAID FOR THOSE CONDITIONS WHERE THE REPAIR IS READILY APPARENT TO THE NORMAL SENSES OF SIGHT, TOUCH, SMELL AND/OR SOUND.

#### **E. SCHEDULE OF COVERAGES**

**Coverage is limited to the parts described below:**

**GASOLINE ENGINE** – All internal lubricated parts within the engine including pistons, piston rings, piston pins, crankshaft, main bearings, thrust washer, connecting rods, connecting rod bearings, camshaft, camshaft sprocket, camshaft bearings, timing belt/chain, timing chain gears, timing chain guides, timing belt/chain tensioner, push rods, rocker arms, rocker arm shafts, balance shaft, hydraulic lifters, solid lifters, intake valves, exhaust valves, valve guides, valve springs, valve spring retainer, valve keepers, valve stem seals, oil pump, silent shaft. Harmonic balancer; intake manifold; exhaust manifold; freeze plugs; throttle valve cable; engine mounts. Cases, housings, engine block, oil pan and cylinder heads are covered only if damaged by the failure of an internal lubricated part.

**DIESEL ENGINE** – All internal lubricated parts within the engine including pistons, piston rings, piston pins, crankshaft, main bearings, thrust washer, connecting rods, connecting rod bearings, camshaft, camshaft sprocket, camshaft bearings, timing chain, timing chain gears, timing chain guides, timing chain tensioner, push rods, rocker arms, rocker arm shafts, balance shaft, hydraulic lifters, solid lifters, intake valves, exhaust valves, valve guides, valve springs, valve spring retainer, valve keepers, valve stem seals, oil pump, silent shaft. Harmonic balancer; intake manifold; exhaust manifold; vacuum pump; freeze plugs; EGR cooler; throttle valve cable; engine mounts; water pump; glow plugs; fuel injection pump; metal fuel lines. Engine block, oil pan and cylinder heads are covered only if damaged by the failure of an internal lubricated part.

**TURBO CHARGER/SUPER CHARGER** – (factory installed only) Turbocharger/Supercharger Housing and all internal lubricated parts.

**TRANSMISSION** – All internal lubricated parts within the transmission including torque converter, valve body, valve body shift solenoids, accumulator rings, accumulators, adjusters, bands, bearings, boost valve, center support chain, check balls, clips, clutch drums, clutch piston, clutch packs (automatic transmission only), control rings, counter shaft, detent valve, gears, governor, governor gear, output shaft, parking gear, planetary gears carrier, planetary gears, pressure regulator valve, pressure switches, ring gears, roll pins, separator plate, servo rings, servo sleeves, shift forks, shift shafts, shift valves, shifter shaft, snap rings, sprags, springs, sprockets, stator shaft, sun gear shell, sun gears, synchronizer hub, synchronizer key(s), synchronizer ring, synchronizer sleeves, synchronizer springs, synchronizer(s), transfer shaft. Transmission mounts; transmission mount bushings; flywheel/flexplate; transmission cooler; oil lines; detent cam; detent cam spring; front pump; front pump gears; front pump guide rings; front pump vanes; vacuum modulator; auxiliary valve body; modulator valve; parking pawl; speedometer drive gear. Transmission cases, housings, and transmission oil pan are covered only if damaged by the failure of an internal lubricated part.

**STEERING** – Power steering pump; rack and pinion gear and steering gearbox.

**TRANSFER CASE** – All internal lubricated parts within the transfer case including main shaft, output shafts, bearings, drive sprocket, synchronizers, planet carriers, shift forks, chain. Transfer case is covered only if damaged by the failure of an internal lubricated part.

**FRONT WHEEL DRIVE/REAR WHEEL DRIVE SYSTEM** – All internal lubricated parts within the drive axle/transaxle assembly including differentials, ring gear, pinion gear, pinion bearings, axle bearings, axle races, axle flange, carrier bearing, center bearings, differential carrier, drive axle bearings, pins retainers, shims, side gears, slip joint, spider gears. Pinion flange; U joints; axle shafts; CV joints; drive axle; drive shaft; half shafts; hub bearings; wheel bearings. Drive axle housing is covered only if damaged by the failure of an internal lubricated part.

**FOUR WHEEL DRIVE/ALL WHEEL DRIVE SYSTEM** – All internal lubricated parts within the drive axle/transaxle assembly including differentials, ring gear, pinion gear, pinion bearings, axle bearings, axle races, axle flange, carrier bearing, center bearings, differential carrier, drive axle bearings, pins, retainers, shims, side gears, slip joint, spider gears. Pinion flange; U joints; axle shafts; CV joints; drive axle; drive shaft; half shafts; wheel bearings; automatic locking hubs; manual locking hubs; hub bearings; four wheel drive actuator motor; front axles; front drive shaft; four wheel drive engagement switch. Drive axle housing is only covered if damaged by the failure of an internal lubricated part.

**BRAKES** – Master cylinder; wheel cylinders; disc brake calipers; vacuum assist booster; proportioning valve; hydraulic lines and fittings.

**ABS SYSTEM** – ABS booster; ABS pump/motor; ABS control processor; ABS dump valve; ABS sensors; ABS solenoids; ABS electronic control compressor; ABS hydraulic control unit; ABS modulator valve; ABS compensating valve; ABS accumulator.

**ELECTRICAL** – Alternator; voltage regulator; starter motor; starter solenoid and starter drive; turn signal switch; stop lamp switch' ignition switch' washer pump and switch' headlamp switch; blower speed switch; sunroof motor.

**FRONT AND REAR SUSPENSION** – Upper and lower control arms; control arm shafts and bushings; upper and lower ball joints; kingpins and wheel bearings; struts and strut inserts.

**AIR CONDITIONER** – Air conditioner compressor; clutch and pulley; evaporator; condenser; expansion valve; and blower motor. Accumulator/drier and orifice tubes are only covered in connection with replacement of an above listed component and only if they have failed.

**FUEL DELIVERY SYSTEM** – Electric and mechanical fuel pumps; fuel pressure regulator; fuel tank sending unit; metal fuel lines and fuel tank.

**COOLING SYSTEM** – Water pump, Electric fan motor and fan clutch and heater control valve.

**ENHANCED ELECTRICAL** – Power window motors; power door lock actuators; power door lock switches; window regulator; wiper switch; wiper motor and window switches.

**EMISSIONS** - EGR valve/solenoids/sensors; vacuum canister; vapor return canister; vapor return lines/valves; air pump/lines/valves; emission vapor sensors.

**SEALS AND GASKETS** – Seals and Gaskets of covered components designed to prevent the loss of necessary coolants, lubricants and fluids are covered. Coverage will expire when Your Vehicle reaches 150,000 miles as indicated on Your odometer or the expiration of the Term of this Agreement, whichever occurs first. After 150,000 miles seals and gaskets will be covered only if required in conjunction with a covered repair.

## **F. WHAT IS NOT COVERED**

### **F.1. PARTS AND SERVICES NOT COVERED**

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

- (a) Any part not listed in SUBSECTION E, "Schedule of Coverages".
- (b) Interior maintenance, adjustment and wear items including buttons, carpet, water leaks, dash pad, door and window handles, knobs, rearview mirror (glass, housing, housing contents), and trim.
- (c) Exterior maintenance, adjustment and wear items including but not limited to glass, service adjustments for body parts, bright metal, bumpers, body panels, door handles, latches, hinges, moldings, outside ornamentation, convertible or vinyl tops, paint rust, sheet metal, side-view mirrors (glass, housing, housing contents), air and water leaks, weather-strip, wheel covers/ornaments, wind noise, and physical damage to alignment, bumper, or body parts.
- (d) Service adjustments/cleaning, a contaminated fuel system, air conditioning recharge, batteries, hybrid batteries, electronic transmitting and receiving device failure due to battery loss of capacity, battery cables, fuses, relays, bolts and fasteners, belts, brakes (drums, shoes, linings, disc rotors and pads), exhaust system (including catalytic converter), lights ((ANY COMPONENT WHOSE ONLY PURPOSE IS FOR ILLUMINATION, SUCH AS BUT NOT LIMITED TO: SEALED BEAMS, HIGH INTENSITY DISCHARGE (XENON) HEADLAMP, LEDS, LIGHT BULBS, LENSES), manual clutch, pressure plate throw out bearings, clutch master or slave cylinder, manual transmission clutch disc and lining, shock absorbers, spark plugs and wires, squeaks or other noises, tires, tune-ups, wheel balancing and alignment, wheel studs, wiper blades, shop supplies, friction materials, glass, hoses. Filters, lubricants, coolants, refrigerants, fluids and taxes will be covered only if required in conjunction with the repair or replacement of a Covered Part.
- (e) A replacement part not supplied by the Vehicle manufacturer, unless it is of a kind and quality compatible with the design specifications and wear tolerances of the vehicle manufacturer.
- (f) Cases, housing, engine block and cylinder heads are covered only if damaged by the failure of an internally lubricated part.
- (g) Graphic equalizers, DVD players, VHS players, speakers, visual and other electronic equipment (including game systems), telephones, radar detectors and GPS equipment, and electronic transmitting/receiving devices.
- (h) Seals and Gaskets on Covered Parts are not covered for premature failure on vehicles with over 150,000 miles on the odometer at the time of failure. After 150,000 miles seals and gaskets will be covered only if required in conjunction with a covered repair.

### **F.2. VEHICLES NOT COVERED**

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

- (a) Vehicles not certified for sale within the United States, salvaged vehicles, vehicles that have been declared a total loss, and vehicles that have been sold for scrap.
- (b) Trucks or vans with a Gross Vehicle Weight (GVW) in excess of 13,300 lbs.
- (c) Vehicles used for construction purposes, delivery purposes, commercial towing, commercial farm operation, volunteer public service(s), snow plowing, rental, livery, taxi, motor pool vehicles, or any type of emergency vehicle.
- (d) Vehicles used for on or off-road racing or vehicles which are equipped or used for towing in excess of what is recommended by the manufacturer.
- (e) Vehicles with modifications or alterations to the powertrain, exhaust system and suspension that do not meet manufacturer's specifications or are not approved by the Vehicle manufacturer, including but not limited the failure of any custom or add-on part, all frame or suspension modifications not recommended by manufacturer, lift kits over six (6) inches, any tire that is not recommended by the original manufacturer if it creates an odometer/speedometer variance of greater than four percent (4%), trailer hitches (unless factory installed). Also not covered are any emissions and/or exhaust systems modifications, engine modifications, transmission modifications, and/or drive axle modifications, which includes any performance modifications.

### **F.3. CONDITIONS NOT COVERED**

This Agreement does NOT provide coverage under any of the following circumstances/conditions:

- (a) Any repair(s) and/or replacement(s) not authorized by Us prior to the commencement of any repair(s) or for loss, damage or expense arising from or incurred in connection with repairs performed without receipt of prior authorization from Us.
- (b) Loss, damage or expense resulting directly or indirectly from an intentional, dishonest, fraudulent, criminal or illegal act committed by You, Your employee or agent, or occurring due to confiscation or repossession.
- (c) A breakdown caused by accident, civil commotion or riot, nuclear contamination, collision (including roadbed collision) or upset, glass breakage, earthquake, explosion, volcanic eruption, falling objects, fire or smoke, flood, fluid contamination,

freezing, fuel contamination, fuels containing more than 10% ethanol, Biofuel, gas with lower octane rating than required by the manufacturer, use of motor oil, or any other type of lubricant that is not recommended by the manufacturer hail, lightening, malicious mischief, oil contamination, theft or larceny, vandalism, water, water contamination, wind- storm and other external forces or events.

- (d) Breakdown of any part which the United States Environmental Protection Agency (EPA) has determined to be emission related, which is included on a current list published by the EPA of such parts, and which is within the EPA time and mileage emissions warranty period.
- (e) Any loss, damage, or expense normally covered by a standard automobile insurance policy including personal or property liability coverages, comprehensive coverages or uninsured motorist coverages.
- (f) The repair or replacement of a covered part that any manufacturer warranty or any other coverage or other reason the manufacturer, importer, distributor, seller or repairer of the vehicle will repair or replace the part at its expense or at a reduced cost. Sole coverage for such repairs or replacements shall rest with the manufacturer or other coverage provider. This does not apply to notices that do not provide manufacturer or other coverage provider payment, such as tool or repair directives without coverage, or acknowledgement of a known or common failure that has no coverage, but rather is just a notification that potentially saves time in diagnosis and/or repair.
- (g) Breakdown of a covered part caused by a non-covered part.
- (h) Components or parts which have not failed or resulted in a Breakdown, but are replaced based on the manufacturer's or the repair facility's recommendation.
- (i) A breakdown caused by negligence, misuse, improper servicing or failure by You to perform manufacturer required/recommended maintenance services.
- (j) A breakdown caused by the lack of proper and necessary amounts of coolants or lubricants, or resulting from carbon, contaminate(s) and contamination of fluids, environmental damage, foreign object(s), rust or corrosion, sludge, salt, or due to leaking fluids, fuels, coolants or lubricants from non-covered parts. Any repair or replacement of any covered part if a Breakdown / Mechanical Breakdown has not occurred. Gradual reduction in operating performance is not covered unless it exceeds the published tolerances allowed by the manufacturer. Valves, valve guides, valve seals, and/or piston rings are not covered if the purpose of such is simply to raise the engine's compression, performance, or to reach acceptable oil consumption.
- (k) A breakdown of any part if the odometer is inoperative for more than one (1) month or 1,000 miles or has been tampered with or has been disconnected subsequent to Your purchase of the Vehicle.
- (l) Damage caused by Your failure to take reasonable precautions to prevent damage when an apparent problem exists (e.g., change in engine temperature condition, unusual noises, leaking fluids, shaking, unusual shifting, luminated warning lights etc.).
- (m) A breakdown or repair occurring outside the United States, its territories and possessions, or Canada.
- (n) Any fees or expenses charged for the disposal, cleanup, neutralization, removal, treatment or detoxification of environmentally unsafe materials.
- (o) Any Breakdown occurring before Breakdown Coverage takes effect.
- (p) If the information provided by You, or the repair facility cannot be verified as accurate or is found to be deceptively inaccurate.
- (q) Incidental or consequential damages, except as expressly provided otherwise in this Agreement, including personal injury, physical damage, loss of use, loss of time, storage charges, inconvenience and commercial loss.
- (r) Any PRE-EXISTING condition 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.
- (s) All COVERED PARTS not in good working order prior to sale for the Vehicle.

#### G. YOUR RESPONSIBILITIES

- (1) **MAINTENANCE REQUIREMENTS:** You must keep all fluids at proper levels and have Your Vehicle checked and serviced in accordance with the manufacturer's recommendations as outlined in the Owner's Manual provided by the manufacturer of Your Vehicle.

**NOTE:** Your Vehicle Owner's Manual lists different servicing recommendations based on Your individual driving habits and climate conditions. You are required to follow the maintenance schedule that applies to Your conditions. Failure to follow the manufacturer's recommendations that apply to Your specific conditions may result in the denial of Coverage.

- (2) **PROOF OF MAINTENANCE LOG:** It is required that You retain "Proof" of maintenance for the service and/or repair work on Your Vehicle, regardless if work was performed by You or a repair facility. "Proof" means repair orders from a Licensed Repair Facility or a self-maintained log that has corresponding "purchase receipts" for oil and filter, coolant and brake system flush, etc., including the current mileage at the time service was performed. The self-maintained log without corresponding "purchase receipts" is not acceptable "proof" of maintenance. Repair order must be readable and understandable, with customer complaint and repair diagnosis, parts, labor hours, vehicle identification number, date, vehicle mileage, Your name and signature, repair facility name, address and phone number, repair totals, Deductible (if applicable), and method of payment to satisfy the repair order. "Proof" of maintenance and/or Your self-maintained log with corresponding receipts, may be requested by the Administrator for related repairs.
- (3) **EMERGENCY REPAIRS: (non-business hours only):** Emergency repairs are only those repairs, which, if not performed, would render Your Vehicle in- operable or unsafe to drive and impair its future operation. If emergency repairs covered by this Agreement are required outside the Selling Dealer's or Administrator's business hours, You should deliver Your Vehicle to a

Licensed Repair Facility and have the necessary repairs performed at a reasonable and customary charge. On the next business day, You should report the repairs to the Administrator for reimbursement.

## **AGREEMENT GENERAL PROVISIONS**

### **A. AGREEMENT GENERAL PROVISIONS**

- (1) You agree to assist Us in enforcing Your rights against any manufacturer or Repair Facility that may have responsibility to You for the cost of repairs covered under this Agreement.
- (2) We may require You to assign Your rights of recovery against others in the event that We pay for any claim made under this Agreement. We will not pay for any claim hereunder if You impair these rights of recovery. You may not waive Your right(s) to recover from others.
- (3) Administrator reserves the right to demand a Power of Attorney from You allowing Administrator to speak to manufacturer, Us or any other Vehicle Service Contract Provider.
- (4) If more than one service agreement/contract, warranty or insurance policy can be applied to a claim, coverage under this Agreement shall be excess over all other such coverage(s), whether collectible or not. However, when You are required to pay a deductible for a Breakdown covered under another service agreement/contract, warranty or insurance policy, this Agreement will reimburse You for such deductible if the Breakdown would have been covered under this Agreement. The maximum benefit per each covered Breakdown deductible reimbursement shall be one hundred dollars (\$100.00).

### **B. LIMITS OF LIABILITY**

For any one repair visit, all benefits paid or payable shall not exceed the N.A.D.A. official used car guide or the actual cash value of Your Vehicle at the instant prior to the covered repair failure. The aggregate total of all benefits paid or payable during the Term of this Agreement shall not exceed the price You paid for Your Vehicle. If the N.A.D.A. Official Used Car guide vehicle valuation is unavailable, not widely recognized or not commonly used in the geographic area, Administrator may use another market retail valuation method.

### **C. TRANSFER**

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

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

### **D. 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 Limit of this Agreement will be modified to reflect the portion of the Agreement that You have paid for. The modified Term and Mileage Limit 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 800-242-7316 to obtain the modified Term and Mileage Limits.

### **D1. FINANCIAL AGREEMENTS**

If this Agreement was financed (purchased on a Payment Plan) by a funding party, the funding party shall be entitled to any refund(s) resulting from cancellation of this Agreement for any reason including repossession of Your Vehicle, or total loss of Your Vehicle. Failure to make monthly payments in a timely manner may result in cancellation of this Agreement and no refund will be due and no claims will be approved.

### **D2. PURCHASE OF A NEW AGREEMENT**

You may purchase a new Agreement from the Seller You originally purchased the Vehicle and this Agreement from by contacting the Seller within thirty (30) days prior to the expiration of Agreement Purchase Date indicated on the Schedule Page. The price of a new Agreement will be based on the age, mileage and eligibility of the Vehicle and coverage selected. If the Seller is out of business or is no longer selling Our product, You may contact the Administrator who will direct You to a selling dealer in Your area.

### **E. CANCELLATION**

1. The Agreement Holder may cancel this Agreement by contacting the Seller or Administrator.
2. If the Vehicle and this Agreement have been financed, the lienholder may cancel this Agreement for non-payment, or if the Vehicle has been declared a total loss or has been repossessed. The rights under this Agreement are transferred to the lienholder and the lienholder is also entitled to any refund. If the lienholder cancels this Agreement within thirty (30) days of the Agreement Purchase Date a full refund of the total Agreement Purchase Price, less any claim(s) paid, will be provided. If the lienholder cancels this Agreement at any other time a pro-rata refund of the total Agreement Purchase Price based on the greater of days in force or the miles driven compared to the total Agreement Term, less claim(s) paid and less the applicable cancellation fee in the amount

of fifty (\$50.00) dollars.

3. The **Agreement Holder** may cancel this **Agreement** within thirty (30) days of the **Agreement** Purchase Date, and receive a full refund of the total **Agreement** Purchase Price, less any 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 in the amount of fifty (\$50) dollars. 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.) If a refund is owed, the refund will be paid or credited within thirty (30) days from the date the **Obligor** or **Seller** receive notice of cancellation from the **Agreement Holder**.
4. In the event the **Agreement** Purchase Price is being paid for through a Payment Plan (or its equivalent) any outstanding balance held by Payment Plan provider would be deducted from the refund amount due to the **Agreement Holder**.
5. All refunds will be issued through the **Seller** from whom the **Agreement** was purchased.

**Administrator** reserves the right to cancel this **Agreement** upon the occurrence of any of the following:

- Failure by the **Agreement Holder** to pay an amount when due.
- Conviction of the **Agreement Holder** of a crime, which results in an increase in the service required under this **Agreement**.
- Discovery of fraud or material misrepresentation by the **Agreement Holder** in obtaining this **Agreement** or in presenting a claim for service 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**.
- 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 the **Agreement Holder**. The **Administrator** will not charge a cancellation fee if this **Agreement** is cancelled by the **Administrator**.
- If the **Administrator** cancels this **Agreement** within thirty (30) days of the **Agreement** Purchase Date, a full refund of the total **Agreement** Purchase Price will be issued. If the **Administrator** cancels this **Agreement** 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.
- If the **Administrator** cancels this **Agreement** and a refund is owed, the refund will be paid or credited within thirty (30) days from the effective date of the cancellation.

#### F. FOR ASSISTANCE

IN THE EVENT OF A BREAKDOWN, CANCELLATION, TRANSFER, OR FOR ANY OTHER QUESTIONS OR CONCERNS, CALL 800-242-7316 TOLL FREE. FOR EMERGENCY ROADSIDE ASSISTANCE, CALL 888-246-2014 -TOLL FREE.

#### G. OBLIGATIONS

Obligations 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, obligations under this **Agreement** are 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, obligations under this **Agreement** are insured under an insurance policy issued by Blue Ridge Indemnity Company, 10751 Deerwood Park Blvd., Suite 200 Jacksonville, FL 32256, Tel: (800) 888-2738.

In California, obligations under this **Agreement** are insured under an insurance policy issued by Atlantic Specialty Insurance Company, 605 North Highway 169, Suite 800, Plymouth, MN 55441, Tel: (800) 888-2738.

In the event the **Obligor** fails to pay an authorized claim within sixty (60) days, or if the **Obligor** becomes insolvent or ceases to conduct business during the **Term** of this **Agreement**, **You** may file a direct claim with the insurer as designated above. To do so, please call the following number for instructions: (800) 888-2738.

#### H. LIMITED APPLICABILITY OF THE FEDERAL MAGNUSON MOSS WARRANTY ACT

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

#### I. 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.

**J. 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 number and URL: American Arbitration Association, (800) 778-7879, [www.adr.org](http://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](http://www.adr.org) or call (800) 778-7879. 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 either: (1) 10751 Deerwood Park Blvd., Suite 200, Jacksonville, FL 32256, Attn: Legal or (2) [legal@fortegra.com](mailto:legal@fortegra.com), with the subject line, “Arbitration/Class Action Waiver Opt Out.” **You** must include in **Your** opt out notice: (a) **Your** name and address; (b) the date **You** purchased **Your Agreement**; and (c) the **Seller**. If **You** properly and timely opt out, then all Claims will be resolved in court rather than arbitration.

**K. Privacy Policy:** It is **Our** policy to respect the privacy of **Our** customers. For information on **Our** privacy practices, please review **Our** privacy policy at [www.fortegra.com](http://www.fortegra.com).

### **SPECIAL STATE DISCLOSURES AND REQUIREMENTS**

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

**ALABAMA:** E. CANCELLATION, Item 3 - is deleted in its entirety and replaced with the following: The **Agreement Holder** may cancel this **Agreement** within thirty (30) days of the **Agreement** Purchase Date, and receive a full refund of the total **Agreement** Purchase Price, less any claims paid. The **Agreement Holder** may cancel this **Agreement** after thirty (30) days and receive a pro-rata refund of the total **Agreement** Purchase Price based on the 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 (\$25.00) will be charged for cancellations occurring after thirty (30) days. No cancellation fee will be charged if **We** cancel **Your Agreement**. The **Term** of this **Agreement** for cancellation purposes will be based on the **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 not paid or credited within forty-five (45) days after return of the **Agreement** and upon receipt of the **Administrator**. If a refund is owed, the refund will be paid or credited within thirty (30) days from the date the **Obligor** or **Seller** receive notice of cancellation from the **Agreement Holder**. The **Agreement** will be governed under the laws of the State of Alabama.

**ALASKA:** E. CANCELLATION, Item 3 - is deleted in its entirety and replaced with the following: The **Agreement Holder** may cancel this **Agreement** within thirty (30) days of the **Agreement** Purchase Date, if no claim has been made, and receive a refund of the full amount of the **Agreement** Purchase Price. The **Agreement Holder** may cancel this **Agreement** after (30) days or if a claim has been made and receive a pro-rata refund of the total **Agreement** Purchase Price based on the greater of the days in force compared to the total **Agreement Term**, less claims paid, and less the applicable cancellation fee in the amount of fifty dollars (\$50) or 7.5% of the unearned **Agreement** Purchase Price, whichever is less. If **We** do not pay or credit **Your** refund within forty-five (45) days after return of the **Agreement** to **Us**, a penalty of ten percent (10%) of the unearned **Agreement** Purchase Price for each month the refund remains unpaid shall be added to the refund. If a refund is owed, the refund will be paid or credited within thirty (30) days from the date the **Obligor** or **Seller** receive notice of cancellation from the **AGREEMENT HOLDER**.

The **Administrator** section is amended as follows: **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 the **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 result 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 this **Agreement**, **We** will mail a written notice stating the effective date of and reason for cancellation to **Your** last known address at least five (5) days prior to cancellation, unless the reason for cancellation is nonpayment or a material misrepresentation.

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

The **DISPUTE RESOLUTION/ARBITRATION AGREEMENT AND CLASS ACTION WAIVER** section is deleted in its entirety and replaced with the following: If **You** and the **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 **Obligor**.

The reference to **DISPUTE RESOLUTION/ARBITRATION AGREEMENT AND CLASS ACTION WAIVER** is deleted from Page 1.

**G. OBLIGATIONS** 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.

**ARIZONA:** Nothing in this section prevents, limits, or waives **Your** rights to file a complaint against **Us** or seek remedy available thereto, with the Arizona Department of Insurance. E. CANCELLATION, Item 3. is amended as follows: The cancellation fee may not exceed ten (10%) percent of the amount paid by the **Agreement Holder**.

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

**ARKANSAS:** E. CANCELLATION section is amended as follow: Claims paid will not be deducted from **Your** cancellation refund amount.

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

**CALIFORNIA:** The **DEFINITIONS** section is amended as follows: **SERVICE CONTRACT PROVIDER, ADMINISTRATOR, WE, US, AND OUR (ADMINISTRATOR/OBLIGOR)** – Independent Dealer Group, Inc., P.O. Box 852770 Richardson, TX 75085 (800-242-7316). CA DOI VSCP license # (0G58202).

E. CANCELLATION, Item 3, is deleted in its entirety and replaced with the following: **You** may cancel this **Agreement** by submitting a written request to the **Administrator** or **Seller**. If **You** request a cancellation during the first sixty (60) days, **We** will refund **You** one hundred percent (100%) of the **Agreement Purchase Price**. 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 on the **Agreement**, less a cancellation fee of either ten percent (10%) of the **Agreement Purchase Price** or twenty-five dollars (\$25), whichever is less. If a refund is owed, the refund will be paid or credited within thirty (30) days from the date the **Obligor** or **Seller** receive notice of cancellation from the **Agreement Holder**.

The **Administrator** section is deleted and replaced with the following: **We** may cancel this **Agreement** during the first sixty (60) days of the **Agreement Purchase Date** for any reason. If **We** cancel this **Agreement** within the first sixty (60) days **We** will mail written notice of cancellation to **You** at **Your** address as listed on the **Schedule Page** and that notice will be postmarked prior to the sixty-first (61<sup>st</sup>) day from the **Agreement Purchase Date**. After sixty (60) days, **We** may cancel this **Agreement** due to material misrepresentation or fraud at the time of sale, or **Your** failure to pay the **Agreement Purchase Price**. If **We** cancel this **Agreement**, **We** will mail written notice of cancellation to **You** at **Your** address as listed on the **Schedule Page** at least five (5) days prior to cancellation. The notice shall state the effective date of the cancellation and the reason for the cancellation. This **Agreement** ceases to be valid no less than five (5) days after the postmark date of the notice. If **We** cancel this **Agreement**, **We** or the **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. If the **Administrator** cancels this **Agreement** and a refund is owed, the refund will be paid or credited within thirty (30) days from the effective date of the cancellation. In the event that **We** cancel this **Agreement**, **We** will be liable for any claim reported to **Our Administrator** if the claim is reported prior to the effective date of cancellation and is covered by the **Agreement**. **You** are deemed to have reported a claim if **You** have completed the first step required under this **Agreement** for reporting a claim.

A Pre-Existing Condition is a condition that existed prior to the purchase of the **Agreement**.

**DISPUTE RESOLUTION/ARBITRATION AGREEMENT AND CLASS ACTION WAIVER** section is amended as follows: The arbitrators shall not have the power to commit errors of law or legal reasoning, and the award may be vacated or corrected on appeal to a court of competent jurisdiction for any such error. All arbitration shall be handled in accordance with the California Arbitration Act (California Code of Civil Procedure, Section 1280). All references to Commercial arbitration rules are replaced with Consumer arbitration rules. The clause stating, "The Parties agree and acknowledge that the transaction evidenced by this **Agreement** affects interstate commerce" is removed in its entirety.

**G. Obligations** is revised as follows: Performance to **You** under this **Agreement** is guaranteed by a California approved insurance company. **You** may file a claim with the insurance company if any promise made in the **Agreement** has been denied or has not been

honored within sixty (60) days after **Your** request. The name and address of the insurance company is listed in **G. OBLIGATIONS** of this **Agreement**. If **You** are not satisfied with the insurance company's response, **You** may contact the California Department of Insurance at 1-800-927-4357 or access the department's Internet Web site ([www.insurance.ca.gov](http://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 **G. OBLIGATIONS** of this **Agreement**. Policy Number 42OWNERSHLD.

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

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

**FLORIDA:** E. CANCELLATION, Items 1, 2 & 3 are deleted in their entirety and replaced with the following: **You** may cancel this **Agreement** by submitting a written request to the **Administrator** or **Seller** containing a copy of **Your Agreement**. During the first sixty (60) days from the **Agreement** Purchase Date, **We** or the **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 **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. If a refund is owed, the refund will be paid or credited within thirty (30) days from the date the **Obligor** or **Seller** receives notice of the request to cancel from the **Agreement Holder**.

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. If **We** cancel this **Agreement**, **We** or the **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 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. 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.

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

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

**H. Obligations** is amended to include: In the state of Florida obligations under this **Agreement** are not backed by an insurance policy.

**GEORGIA:** The DEFINITIONS section is amended as follows: **SERVICE CONTRACT PROVIDER, ADMINISTRATOR, WE, US, AND OUR (ADMINISTRATOR/OBLIGOR)** – Ownershield, Inc. d/b/a Smart AutoCare, P.O. Box 852770 Richardson, TX 75085 (800-242-7316).

E. CANCELLATION, Item 3, is amended as follows: If **You** cancel the **Agreement** within thirty (30) days of the **Agreement** Purchase Date, the cancellation fee will not be charged. If **You** have cancelled this **Agreement** and have not received the refund from **Us** or the **Administrator** within sixty (60) days of such cancellation, **You** may contact the Insurance Company identified in **G. OBLIGATIONS** of this **Agreement**. In the event of cancellation, **You** will not be charged for claims paid or repair service fees.

The **Administrator** section is amended as follows: **We** may cancel this **Agreement** for non-payment of the **Agreement** Purchase Price for material misrepresentation, or for fraud and no cancellation fee will be charged. The cancellation shall be in writing and shall not be less than thirty (30) days from the date of mailing or delivery in person of such notice of cancellation. If this **Agreement** is cancelled after the first thirty (30) days or a claim has been filed, **We** will refund an amount of the **Agreement** Purchase Price according to the pro-rata method reflecting the greater of the days in force or the miles driven based on the **Term** of the plan selected and the date **Agreement** Purchase Date. A cancellation fee shall not exceed the lesser of \$50.00 or 10% of the pro-rata unearned **Agreement** Purchase Price.

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.

**VEHICLES NOT COVERED, (e) is deleted and replaced with the following: Vehicles used for on or off-road racing or vehicles which are equipped or used for towing in excess of what is recommended by the manufacturer. Vehicles with modifications or alterations to the powertrain, exhaust system and suspension made by You or with Your knowledge that do not meet manufacturer's specifications or are not approved by the Vehicle manufacturer, including but not limited the failure of any custom or addon part, all frame or suspension modifications not recommended by manufacturer, lift kits over 6 inches, drops exceeding 4 inches, any tire that is not recommended by the original manufacturer if it creates an odometer/speedometer variance of greater than 4%, trailer hitches (unless factory installed). Also not covered are any emissions and/or exhaust systems modifications, engine modifications, transmission modifications, and/or drive axle modifications, which includes any performance modifications.**

**CONDITIONS NOT COVERED, (p) is deleted and replaced with the following: If information provided by You cannot be verified as accurate or is found to be deceptively inaccurate.**

**CONDITIONS NOT COVERED, (j), sludge is removed.**

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

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

**HAWAII:** E. CANCELLATION, Item 3, is amended as follow: If **You** cancel this **Agreement** within the applicable time period for a full refund

and no claims have been paid, a penalty of ten percent (10%) per month shall be added to any refund not paid to **You** within forty-five (45) days. The **Administrator** section is amended as follows: If **We** cancel this **Agreement**, **We** will mail a written notice five (5) days prior to the cancellation effective date stating the reason for cancellation. A notice will not be provided if is for nonpayment, material misrepresentation, or substantial breach by **You** relating to the **Vehicle** or its use.

**IDAHO:** E. CANCELLATION, Item 3, is amended as follow: 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.

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

**ILLINOIS:** E. CANCELLATION section is amended as follow: 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).

**Your Agreement** is amended to include: Normal wear and tear is covered except where excluded in PARTS AND SERVICES NOT COVERED.

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

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

**IOWA:** The DEFINITIONS section is amended as follows: **SERVICE CONTRACT PROVIDER, ADMINISTRATOR, WE, US, AND OUR (OBLIGOR)** – Ownershield, Inc., P.O. Box 852770 Richardson, TX 75085 (800-242-7316).

E. CANCELLATION, Item 3, is amended as follows: The cancellation fee for cancellation by the **Agreement Holder** can be no more than ten percent (10%) of the **Agreement** Purchase Price or fifty dollars (\$50) whichever is less. If **You** cancel this **Agreement**, a ten percent (10%) penalty per month shall be added to a refund that is not made within thirty (30) days of return of this **Agreement** to **Us**.

The **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 applicable provisions of Iowa Consumer Credit Code, Chapter 537.

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

**KENTUCKY:** Transfer fee and Cancellation fee are not applicable.

**LOUISIANA:** The DEFINITIONS section is amended as follows: **SERVICE CONTRACT PROVIDER, ADMINISTRATOR, WE, US, AND OUR (OBLIGOR)** – Ownershield, Inc., P.O. Box 852770 Richardson, TX 75085 (800-242-7316).

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

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

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

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

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

If **You** 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:** E. CANCELLATION, 3., is deleted and replaced with the following: The **Agreement Holder** may cancel this **Agreement** within thirty (30) days of the **Agreement** Purchase Date, and received 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, in the amount of fifty dollars (\$50) or 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 **Seller** receives notice of the request to cancel from the **Agreement Holder**. A ten percent (10%) penalty per month must be added to a refund that is not paid or credited within forty-five (45) days after return of the **Agreement** to **Us**.

**Administrator** section is amended as follows: **We** shall mail a written notice to the **Agreement Holder** at the last known address of the **Agreement Holder** contained in the records of the **Obligor** at least fifteen (15) days prior to cancellation by **Us**. The notice must state the effective date of the cancellation and the reason for the cancellation. If the **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** 100% of the unearned pro rata **Agreement** Purchase Price, less any claims paid. If the **Administrator** cancels this **Agreement** and a refund is owed, the refund will be paid or credited within thirty (30) days from the effective date of the cancellation.

If the **Obligor** fails to pay or provide service on a claim, including any claim for the return of the unearned portion of the **Agreement** Purchase Price, within sixty (60) days after proof of loss has been filed, the **Agreement Holder** is entitled to make a claim directly against the insurance company listed in **G. OBLIGATIONS** of this **Agreement**.

**MARYLAND:** The DEFINITIONS section is amended as follows: **SERVICE CONTRACT PROVIDER, ADMINISTRATOR, WE, US, AND OUR (ADMINISTRATOR/OBLIGOR)** – Ownershield, Inc., d/b/a Smart AutoCare, P.O. Box 852770 Richardson, Texas 75085 (800-242-7316).

E. CANCELLATION Item 3, is deleted in its entirety and replaced with the following: If **You** are the original **Agreement Holder** and **You** cancel this **Agreement** within thirty (30) days of the original **Agreement** Purchase Date, a full refund will be issued less any claims paid. If **You** cancel this **Agreement** after thirty (30) days, **You** will receive a pro-rata refund of the total **Agreement** Purchase Price based on the 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 paid within forty-five (45) days of return of this **Agreement** to **Us**. If a refund is owed, the refund will be paid or credited within thirty (30) days from the date the **Obligor** or **Seller** receive notice of cancellation from the **Agreement Holder**.

The **Administrator** section is amended as follows: After forty-five (45) days, **We** cannot cancel this **Agreement** except, when there exists: (1) a material misrepresentation or fraud at the time of sale of the **Agreement**; (2) a matter or issue related to the risk that constitutes a threat to public safety; (3) a change in the condition of the risk that results in an increase in the hazard insured against; (4) for non-payment of the **Agreement** Purchase Price; or (5) due to the revocation or suspension of the driver's license or motor vehicle registration of the named insured or covered driver under the policy and for reasons related to the driving record of the named insured or covered driver.

The transfer fee does not apply in Maryland.

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

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

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

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

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

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

The **Administrator** section is amended as follows: If **We** cancel the **Agreement**, written notice of such cancellation will be mailed to **You** fifteen (15) days prior to date of cancellation and will state the effective date and the reason for cancellation; five (5) days written notice will be mailed to **You** for non-payment of the **Agreement** Purchase Price, material misrepresentation or substantial breach of duties by **You**.

**MISSISSIPPI:** E. CANCELLATION, Item 3. 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**.

The **Administrator** section is amended as follow: If **We** cancel the **Agreement**, written notice of such cancellation will be mailed to **You** not less than thirty (30) days prior to the effective date of such cancellation and will state the reason for cancellation; ten (10) days written notice will be mailed to **You** for non-payment of the **Agreement** Purchase Price, material misrepresentation, or substantial breach of duties by the **Agreement Holder** relating to the **Vehicle** or its use. If **We** cancel this **Agreement** within the first thirty (30) days of the **Agreement** Purchase Date, a full refund of the **Agreement** Purchase Price will be issued, less any claims paid. After thirty (30) days, a pro-

rata refund of the total **Agreement** Purchase Price based on the 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 **DISPUTE RESOLUTION/ARBITRATION AGREEMENT AND CLASS ACTION WAIVER** agreement.
  - 2.) The **DISPUTE RESOLUTION/ARBITRATION AGREEMENT AND CLASS ACTION WAIVER** 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.
  - 5.) When **You** become an **Agreement Holder** under this **Agreement**, **You** must resolve any dispute related to the **Agreement** by binding arbitration instead of a trial in court, including a trial by jury.
  - 6.) Binding arbitration generally takes the place of resolving disputes by a judge and jury.
- 7.) Should **You** need additional information regarding the binding arbitration provision in the **Agreement**, **You** may contact [(800) 888-2738].

**MISSOURI:** E. CANCELLATION, Item 3 is amended as follows: 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**.

**Administrator** section is amended as follows: If **You** or **We** cancel the **Agreement**, notice of such cancellation will be delivered to **You** by registered mail within forty-five (45) days of the date of termination. The applicable free-look time period on this **Agreement** shall only apply to the original **Agreement Holder**.

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

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

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

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

**NEVADA:** The DEFINITIONS section is amended as follows: **SERVICE CONTRACT PROVIDER, ADMINISTRATOR, WE, US, AND OUR (OBLIGOR)** – Ownershield, Inc. d/b/a Smart AutoCare, P.O. Box 852770 Richardson, TX 75085 (800-242-7316). E. CANCELLATION, Item 3, is deleted in its entirety and replaced with the following: **You** may cancel this **Agreement** by submitting a written request to the **Administrator** or **Seller** containing a copy of **Your Agreement** and the current mileage on **Your Vehicle**. During the first thirty (30) days from the **Agreement** Purchase Date, **We** or the **Seller** will refund **You** one hundred percent (100%) of the **Agreement** Purchase Price. After the first thirty (30) days from the **Agreement** Purchase Date, **We** will refund **You** a pro-rated amount of the **Agreement** Purchase Price, 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**. If a refund is owed, the refund will be paid or credited within thirty (30) days from the date the **Obligor** or **Seller** receive notice of cancellation from the **Agreement Holder**.

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

This **Agreement** is non-renewable. Transfer fee may not exceed twenty-five (\$25) dollars.

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

the Division, (888) 872-3234 or <http://doi.nv.gov/>.

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

**NEW HAMPSHIRE:** 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.

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

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

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

**NEW MEXICO:** E. CANCELLATION, Item 3 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 \$50.00 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**.

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

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

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

The **Administrator** section is amended as follows: If the **Obligor** cancels, a notice of cancellation will be sent to the **Agreement Holder**, which will include the effective date of the cancellation and the reason for the cancellation. The **Obligor** will mail a notice of cancellation to the **Agreement Holder** at least fifteen (15) days prior to cancellation.

If **You** 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.

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

**NORTH CAROLINA:** E. CANCELLATION, Items 2 & 3, are amended as follows: a fifty dollar (\$50) cancellation fee or ten percent (10%) of the pro-rata refund amount, whichever is less, is applicable.

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

**OHIO:** E. CANCELLATION, Item 3, is amended as follows: In the event **You** cancel the **Agreement** and no refund is received, **You** may contact the insurance company indicated in **G. OBLIGATIONS** of this **Agreement** for **Your** refund. This **Agreement** is not an insurance policy and is not subject to the insurance laws of this state.

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

**OKLAHOMA:** E. CANCELLATION, Item 3, is deleted in its entirety and replaced with the following: **You** may cancel this **Agreement** by submitting a written request to the **Administrator** or **Seller** containing a copy of **Your Agreement**. If **You** cancel during the first thirty (30)



days from the **Agreement** Purchase Date, and no claim has been authorized or paid, **We** or the **Seller** will refund **You** one hundred percent (100%) of the **Agreement** Purchase Price. After the first thirty (30) days from the **Agreement** Purchase Date, or if a claim was made within the first thirty (30) days, **We** or the **Seller** shall provide a refund of one hundred percent (100%) of the unearned pro-rata premium, less the cost of service provided under this **Agreement** and less a cancellation fee of 10% of the unearned pro rata premium or fifty dollars (\$50), whichever is less. If a refund is owed, the refund will be paid or credited within thirty (30) days from the date the **Obligor** or **Seller** receive notice of cancellation from the **Agreement Holder**.

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

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

Coverage afforded under this **Agreement** is not guaranteed by the Oklahoma Insurance Guaranty Association. Oklahoma Service Warranty License# 507623391.

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

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

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

ROADSIDE ASSISTANCE is amended by deleting the following from the list of non-included benefits: Coverage shall not be provided in the event of emergencies resulting from the use of intoxicants or narcotics, or the use of the **Vehicle** in the commission of a felony.

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

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

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

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

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

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

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

If **You** have any questions regarding the regulation of this **Agreement** or a complaint against **Us**, **You** may contact the Texas Department of Licensing and Regulation at 920 Colorado, Austin, Texas 78701 or P.O. Box 12157, Austin, Texas 78711, (800) 803-9202. Service Contract Provider License #587.

**UTAH:** The DEFINITIONS section is amended as follows: **SERVICE CONTRACT PROVIDER, ADMINISTRATOR, US, US, AND OUR (OBLIGOR) –** Ownershield, Inc., P. O. Box 852770 Richardson, Texas 75085 (800-242-7316).

E. CANCELLATION, **Administrator** section is amended as follow: This **Agreement** may only be canceled by **Us** on grounds of: (1) material misrepresentation; (2) substantial change in risk; or (3) substantial breaches of contractual duties, conditions, or warranties. In general, if **We** cancel this **Agreement**, **We** will mail to **You** written notice of cancellation at least thirty (30) days before the cancellation date. However, if **We** cancel this **Agreement** within the first sixty (60) days after the **Agreement** Purchase Date or if **We** cancel this **Agreement**

because **You** have defaulted in **Your** obligation to repay the amount financed by the lienholder, **We** will mail to **You** written notice of cancellation at least ten (10) days before the cancellation date.

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

**Your** Responsibilities (3) EMERGENCY REPAIRS is deleted in its entirety. 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.

**G. OBLIGATIONS** is revised as follows: Obligations 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. In the event the **Obligor** fails to pay an any claim within sixty (60) days, or if the **Obligor** becomes insolvent or ceases to conduct business during the **Term** of this **Agreement**, **You** may file a direct claim with the insurer as designated above. To do so, please call the following number for instructions: (800) 888-2738.

The **DISPUTE RESOLUTION/ARBITRATION AGREEMENT AND CLASS ACTION WAIVER** section is amended as follows: Any matter in dispute between **You** and **Obligor** may be subject to arbitration as an alternative to court action pursuant to the rules of (The American Arbitration Association or other recognized arbitrator), a copy of which is available on request from **Obligor**. Any decision reached by arbitration shall be binding upon both **You** and **Obligor**. The arbitration award may include attorney's fees, if allowed by state law, and may be entered as a judgment in any court of proper jurisdiction. The arbitrator shall be prohibited from awarding punitive, consequential, special, incidental, and exemplary damages. The arbitrator may award a party only its actual damages and the arbitrator may award equitable relief including injunctive relief. An arbitration award may not be set aside in later litigation except upon the limited circumstances set forth in the Federal Arbitration Act, 9 U.S.C. §1 et Seq. An award in arbitration will be enforceable under the Federal Arbitration Act by any court having jurisdiction.

**VERMONT:** E. CANCELLATION **Administrator** section is amended as follow: **We** may only cancel this **Agreement** for fraud or material misrepresentation affecting the **Agreement** or the presentation of a claim there under, or violation of any of the terms or conditions of the **Agreement**. If **We** cancel this **Agreement**, **We** will provide **You** a written notice stating the reason for cancellation forty-five (45) days prior to the cancellation effective date. If cancellation is for non-payment of the **Agreement** Purchase price, **We** will provide a fifteen (15) day notice prior to the cancellation effective 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](http://www.vdacs.virginia.gov/food-extended-service-contract-providers.shtml) to file a complaint.

**WASHINGTON:** The DEFINITIONS section is amended as follows: **SERVICE CONTRACT PROVIDER, ADMINISTRATOR, WE, US, AND OUR (ADMINISTRATOR/OBLIGOR)** – Independent Dealer Group, Inc., P.O. Box 852770 Richardson, TX 75085 (800-242-7316).

E. CANCELLATION, Item 3, is deleted in its entirety and replaced with the following: How **You** May Cancel This **Agreement:** **You** may cancel this **Agreement** by surrendering Your copy of this **Agreement** with written notice to the **Seller** or directly to **Us**. Written notice shall contain an odometer statement indicating the odometer reading at the date of the request for cancellation. If **You** cancel this **Agreement** within the first thirty (30) days and no claims have been filed, **We** will refund the entire **Agreement** Purchase Price. A ten percent (10%) penalty shall be added to any refund that is not paid or credited within thirty (30) days after return of this **Agreement** to the **Administrator** or to **Us**. If this **Agreement** is canceled after the first thirty (30) days or a claim has been filed, **We** will refund the unearned **Agreement** Purchase Price to **You** calculated on a pro-rata basis. 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 **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**.

The **Administrator** section is deleted in its entirety and replaced with the following: **Our Right To Cancel This Agreement:** **We** may cancel this **Agreement** based on one or more of the following reasons: (1) non-payment of the **Agreement** Purchase Price; (2) a material misrepresentation made by **You**; or (3) a substantial breach of duties by **You** under the **Agreement** relating to the **Vehicle** or its use. If this **Agreement** is canceled by **Us** within thirty (30) days of the **Agreement** Purchase Date, a full refund of the total **Agreement** Purchase Price will be issued. If this **Agreement** is cancelled by **Us** after thirty (30) days, a pro-rata refund of the total **Agreement** Purchase Price based on the 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** cancels this **Agreement** and a refund is owed, the refund will be paid or credited within thirty (30) days from the effective date of the cancellation.

**Our** performance under this **Agreement** is insured by an insurance policy issued to **Us** by the insurance company listed in **G. OBLIGATIONS** (Policy No. 29 Independent). 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 service contract seller also sold the covered **Vehicle**. The state of Washington is the jurisdiction for any civil action in connection with this **Agreement**. 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 covered **Vehicle**.

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

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

**WASHINGTON D.C.:** D. CANCELLATION, Item 3, is amended as follow: 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.

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

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:** E. CANCELLATION, Item 3, is amended as follow: 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 **G. OBLIGATIONS** of this **Agreement**.

The **DISPUTE RESOLUTION/ARBITRATION AGREEMENT AND CLASS ACTION WAIVER** section is amended as follows: If both parties agree to arbitrate, each party will select an arbitrator. The two arbitrators will select a third arbitrator. If they cannot agree upon the selection of a third arbitrator within thirty (30) days, both parties must request that selection of a third arbitrator be made by a judge of a court having jurisdiction. Local rules of law as to procedure and evidence will apply. Payment of the arbitrator's fee shall be made by **Us** if coverage is found to exist. If coverage is not found, each party will: (a) pay its chosen arbitrator; and (b) bear the other expenses of the arbitrator equally.

**WISCONSIN:** E. CANCELLATION, Item 3, is amended as follow: The **Agreement Holder** may cancel this **Agreement** for any reason within thirty (30) days of the **Agreement** Purchase Date, or thirty (30) days from mailing if the **Agreement** is provided to **You** by mail, and receive a full refund of the total **Agreement** Purchase price, less any claims paid. 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 (\$50) dollars or 10% of the amount paid by the **Agreement Holder**. A 10% penalty per month shall be added to a refund that is not paid or credited within forty-five (45) days after return of the **Agreement** to the **Obligor** or **Administrator**.

The **Administrator** section is amended as follows: **We** may only cancel this **Agreement** for non-payment of the **Agreement** Purchase Price, material misrepresentation by **You** to the **Obligor** or **Administrator**, or substantial breach of duties by **You** relating to the **Vehicle** or its use. **We** will mail a written notice to **You** at the last-known address that **We** have on record at least five (5) days prior to cancellation by **Us**. The written notice will state the effective date of the cancellation and the reason for the cancellation. If **We** cancel this **Agreement** within thirty (30) days of the **Agreement** Purchase Date, a full refund of the total **Agreement** Purchase price will be issued. At any other time **We** will refund 100% of the unearned pro-rata **Agreement** Purchase Price, based on the 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 within thirty (30) days of the **Agreement** Purchase Date of property covered by the **Agreement** that is not covered by a replacement of the property pursuant to the terms of the **Agreement**, an **Agreement Holder** shall be entitled to cancel the **Agreement** and receive a full refund of the total **Agreement** Purchase price, less any claims paid. In the event of a total loss after thirty (30) days of the **Agreement** Purchase Date of property covered by an **Agreement** that is not covered by a replacement of the property pursuant to the terms of the **Agreement**, an **Agreement Holder** shall be entitled to cancel the **Agreement** and receive a pro rata refund of any unearned provider fee less any claims paid. If a covered claim is not paid within sixty (60) days after an **Agreement Holder** provides proof of loss, or if the **Obligor** becomes insolvent or otherwise financially impaired, the **Agreement Holder** may file a claim directly with the insurance company, listed in **G. OBLIGATIONS** of this **Agreement**, for reimbursement, payment, or provision of the service. **You** may file a claim directly with the insurance company. In the

state of Wisconsin, preauthorization of repair work is required by **Us**. However, if extenuating circumstances prevent **You** from obtaining preauthorization, **We** will not deny a claim based solely on the lack of preauthorization. **We** have the right to subrogation collections, but only after **You** have been made whole and are fully compensated for damages. **THIS AGREEMENT IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE.**

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

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

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

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TO TRANSFER THIS **AGREEMENT**, COMPLETE THE FOLLOWING AND MAIL IT ALONG WITH A PHOTOCOPY OF THE FRONT OF THIS

**AGREEMENT TO:** THE **OBLIGOR**, PO Box 852770, Richardson, TX 75085. Please transfer the remainder of the **Agreement**. I am transferring this **Agreement** in accordance with the provisions stated in the **Agreement**. In order to transfer I am enclosing with this Application a \$50.00 check or money-order payable to: **Administrator** (If applicable)

Name of New Owner: \_\_\_\_\_ Date of Transfer: \_\_\_\_\_

Address: \_\_\_\_\_ City, ST, Zip \_\_\_\_\_

Odometer Mileage on Date of Transfer: \_\_\_\_\_

Signature of **Vehicle Purchaser**: \_\_\_\_\_ Signature of **Vehicle Seller**: \_\_\_\_\_

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

**GEORGIA  
STATE ENDORSEMENT**

Effective July 1, 2021

**GEORGIA: CANCELLATION** is amended as follows: If You cancel the Agreement within thirty (30) days of the Agreement Purchase Date, and no claim has been made, We will refund You one hundred percent (100%) of the Agreement Purchase Price. After thirty (30) days, or if a claim has been made, We shall refund You one hundred percent (100%) of the unearned pro rata purchase price, less any claims paid, and less a cancellation fee not to exceed ten percent (10%) of the unearned pro rata purchase price. If You cancel this Agreement within thirty (30) days of the Agreement Purchase Date, 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 the return of the Agreement to Us.

We may cancel this Agreement for non-payment of the Agreement Purchase Price, material misrepresentation, or fraud. The notice of such cancellation shall be in writing and shall be sent no less than thirty (30) days before the effective date of such cancellation. The notice shall state the reason for, and effective date of, the cancellation. If We cancel this Agreement, We shall refund You one hundred percent (100%) of the unearned pro rata purchase price, less any claims paid, and less a cancellation fee not to exceed ten percent (10%) of the unearned pro rata purchase price.

*This endorsement does not vary, alter, waive, or extend any of the terms, conditions, or limitations of the Agreement or Contract to which this endorsement is attached other than as stated above. This endorsement is subject to the provisions of the Agreement or Contract to which it is attached except where amended by this endorsement.*