



FLEX PLAN

AGREEMENT NUMBER

APPLICATION PAGE

Vehicle Information:					
Year	Make	Vehicle Model	VIN # (Vehicle Identification Number 17 Digits)	<input type="checkbox"/> New <input type="checkbox"/> Pre-Owned	
Mileage at Time of Sale		Vehicle Purchase Date	Vehicle Purchase Price	Contract Purchase Date	Contract Purchase Price \$
Purchaser Information:					
Last Name		First Name	Middle Initial	E- Mail Address	
Address			City	State	Zip Telephone
Dealer/Seller Information:					
Dealer/Seller Name				Telephone	
Address			City	State	Zip Code
Lienholder Information:					
Lienholder Name				Telephone	
Address			City	State	Zip Code
Agreement Information:					
Coverage Level (You may select (✓) only one coverage)			Additional Coverages (must be selected at time of sale)		
<input type="checkbox"/> POWERTRAIN <input type="checkbox"/> POWERTRAIN PLUS			<input checked="" type="checkbox"/> WEAR & TEAR <input type="checkbox"/> LIFTED VEHICLES (6" Max Lift)		
<input type="checkbox"/> SELECT <input type="checkbox"/> PREFERRED			<input type="checkbox"/> SURCHAGES (Contract sold after point of sale- requires inspection form)		
Deductible: \$100 per covered component with a \$200 maximum per repair visit					
Coverage begins on the Agreement Purchase date and expires upon the passing of the number of months or miles specified below, whichever occurs first.					
Agreement term		_____ Months		_____ Miles	

Acceptance of Terms, Conditions and Coverage

This **Agreement** is between **You** and the **Administrator/Obligor** and describes the Coverage Level for the Agreement Term selected above. **You** (the undersigned) hereby apply for a Vehicle Service Agreement ("**Agreement**") providing mechanical repair service covering the Vehicle Model listed above. **Your** signature below means **You** have read and fully understand the Agreement Term, Coverage Level, Terms and Conditions and Exclusions of this **Agreement**. If the Vehicle is ineligible for coverage the Administrator will notify You within thirty (30) days of Administrators receipt of the Agreement. **You** acknowledge **Your** understanding of the Arbitration provision in section VIII. **You** further understand that this **Agreement** is not required to obtain financing for the Vehicle, **Your** acceptance of this coverage under this **Agreement** is voluntary, and **You** are responsible for paying the **Deductible** for each repair visit, as selected in the Agreement Information section above. This **Agreement** is based on information **You** provided in this Application Page and acknowledge receipt of **Your** copy of this **Agreement**.

Customer Signature _____

Purchase Date _____

Dealer / Seller Representative – Signature _____

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

AUTHORIZATION IS REQUIRED FROM THE ADMINISTRATOR PRIOR TO ANY AND ALL REPAIRS OR REPLACEMENT OF COVERED COMPONENTS. FOR ROADSIDE ASSISTANCE OR TO FILE A CLAIM CALL: TOLL FREE [REDACTED]

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

I. DEFINITIONS

The following words whether capitalized or in bold have the following meaning throughout this **Agreement**.

“Administrator/Obligor, We, Us, and Our” means **Sidecars, Inc., [532 S. Main Street, Joplin, MO 64801]** who is the **Administrator/Obligor** to this **Agreement**. In the states of Arizona, California, Maine, Nevada, New Hampshire, New Mexico, New York, Vermont, Virginia, Washington, Wisconsin, and Wyoming, the **Obligor** is [REDACTED]. In the states of Florida, Louisiana, and Oklahoma, the **Obligor** is [REDACTED].

[REDACTED] In the state of Florida,

[REDACTED] is providing administration on behalf of [REDACTED].

“Cost” means the reasonable and customary charges for parts and labor necessary to repair or replace the parts covered. These charges shall not exceed the manufacturer’s suggested retail price for parts and labor allowances derived from nationally recognized labor time publications.

“Deductible” means the amount **You** must pay for covered repairs per visit. The standard **Deductible** is \$100 per covered component with a \$200 max per visit. If **Your Cost** is a **Warranty Deductible** charge imposed by the manufacturer, this Agreement will pay the manufacturer’s **Deductible**.

“Mechanical Breakdown” - A **Mechanical Breakdown** under this contract, is defined as the inability of a covered component or assembly to perform as designed under normal operating conditions, due solely to defects in materials or faulty workmanship. This DOES NOT include the gradual reduction in operating performance due to wear and tear. For coverage of wear beyond service limits, the Wear and Tear option must be selected.

At the Administrator’s option, replacement parts used in covered repairs may include new, remanufactured, used or non-original equipment manufactured parts. All parts will conform to manufacturer’s specifications.

“Miles” means the number of **Miles** shown on the front of this Agreement.

“Months” means the number of **Months** shown on the front of this Agreement.

“Repair Facility” means a franchised dealer or licensed **Repair Facility**. Repairs performed by any facility must receive authorization from the **Administrator** prior to beginning repairs.

“Selling Dealer” means the dealer from whom **You** purchased this Agreement shown on the front of this Agreement.

“Agreement Price” means the amount **You** paid for this Agreement shown on the front of this Agreement.

“Agreement Purchase Date” means the date **You** purchased this Agreement.

“Vehicle” means the covered car or truck shown on the front of this Agreement.

“Warranty” means any **Warranty** of the manufacturer, state required **Warranty**, dealer **Warranty** or a **Repair Facility** guarantee.

“You” and **“Your”** mean the customer (private individual) shown on the front of this Agreement, or an eligible person to whom this Agreement has been properly transferred.

II. COVERAGE

MECHANICAL REPAIR AGREEMENT

This agreement describes the coverage **You** will have under **Your** Mechanical Repair Agreement (hereafter referred to as “Agreement”). In return for payment by **You** of the **Agreement Price** and subject to all the terms of this Agreement, **We** agree with **You** as follows:

During the Agreement Period **We** will pay a **Repair Facility**, or at **Our** option, reimburse **You** the **Cost** to remedy any **Mechanical Breakdown** of the parts listed below, less **Deductible**. Parts not listed are not covered by this Agreement. **At the Administrator’s option, replacement parts used in covered repairs may include new, remanufactured, used or non-original equipment manufactured parts. All parts will conform to manufacturer’s specifications.**

1. IF YOU SELECTED POWERTRAIN COVERAGE COVERED COMPONENTS INCLUDE:

- A. **ENGINE** - Cylinder block, cylinder heads, and all internally lubricated parts including: pistons, piston pins, piston rings, connecting rods, connecting rod bearings, crankshaft and main bearings, camshaft and lifters/followers (lifters or followers which have not failed, and only require cleaning are not covered), intake and exhaust valves, push rods, rocker arm shafts, rocker arms, timing drive components including timing chains/belts (timing chain or belt which is being changed as part of the manufacturer’s preventive maintenance schedule, is not covered). Valve train covers, intake and exhaust manifolds, flywheel, oil pump, and oil pan. Internal engine sensors.
- B. **AUTOMATIC TRANSMISSION** - Case and all internally lubricated parts including: planetary gear systems, clutch and steel packs, clutch drums, bands, internal seals, pump, valve body, internal sensors and internal solenoids, and overrunning or one way clutch assemblies. Torque converter and the torque converter housing.
- C. **STANDARD TRANSMISSION** - Case and all internally lubricated parts, including: input shaft, output shaft, idler shafts, main shaft, all internal gears, shift forks, and synchronizer assemblies. Standard transmission clutch assemblies, linkages, and hydraulic clutch units are not covered.
- D. **TRANSFER CASE** - Transfer case on all four wheel drive vehicles and all internally lubricated parts.
- E. **DIFFERENTIAL** - Front or rear differential housing and all internally lubricated parts (excluding wheel bearings). Drive shaft universal joints. (NOTE: Front or rear CV joints and front or rear wheel bearings are NOT covered).
- F. **LABOR** - Labor charges are based on Mitchell flat rate time to repair or replace a covered component up to one hundred dollars (\$100.00) per hour of posted labor time.
- G. **SEALS AND GASKETS** - provides replacement of seals and gaskets which are leaking fluids (lubricants or coolant). Slight seepage is not considered to be a covered repair (size of a quarter in 24 hours). (NOTE: Vacuum leaks are not covered).
- H. **EMERGENCY ROAD SERVICE** - In the event **Your Vehicle** is disabled, **We** will dispatch a service **Vehicle** to **Your** location to assist **You**. In the event **Your Vehicle** is unable to continue under its own power, **Your Vehicle** may be towed to a location of **Your** choosing. **You** will receive twenty-five (25) miles of towing at no **Cost**. Any additional mileage will be **Your** responsibility and payment will be expected at the time service is rendered. When calling for towing or road service, **You** must call [REDACTED]. **You** will be required to give the representative assisting **You** the following information: **Your** Member Number (which is **Your** contract number on the top right of **Your** contract).

Coverage: **You** are entitled to one (1) service per seventy-two (72) hours. Services available to **You** at no **Cost** are: a tow up to twenty-five (25) miles, battery jumpstart, flat tire change, fuel delivery (**You** are responsible for the actual **Cost** of the delivered materials), locksmith. Reimbursement: In the event **Your Vehicle** is disabled and **You** contracted for any of the above covered services on **Your** own, **You** will be able to submit **Your** original receipted road service expenses for reimbursement consideration. Maximum for any covered

services is strictly limited to one hundred dollars (\$100.00). **You** must send **Your** original receipted roadside bills along with a letter of explanation to: **Administrator** [REDACTED]

2. IF YOU SELECTED POWERTRAIN PLUS COVERAGE COVERED COMPONENTS INCLUDE POWERTRAIN COVERAGE IN ADDITION TO:

- A. **RENTAL CAR** - Thirty dollars (\$30.00) per day up to 3 days after claim is opened. **We** are not responsible for **Repair Facility's** inability to schedule repair or obtain parts.
- B. **AIR CONDITIONING** - AC compressor, AC clutch and clutch coil on vehicles with factory 134 air conditioning units. Condenser, condenser fan motor.
- C. **AXLE SHAFTS** - Axle shafts on front wheel drive vehicles after the greater of 30 days or 1,000 miles. Boot failure or damage resulting from boot failure is NOT covered.
- D. **LIMIT OF LIABILITY** - **Our** maximum liability under the Power Train coverage (1 or 2) is to repair the **Vehicle** within the terms of the contract up to a maximum lifetime benefit equal to the lesser of the value of the **Vehicle** at the time of sale or the NADA retail book value at the time of repair.

3. IF YOU SELECTED SELECT COVERAGE COVERED COMPONENTS INCLUDE POWERTRAIN AND POWERTRAIN PLUS IN ADDITION TO:

- A. **FUEL SYSTEM** - Primary Fuel Pump
- B. **DIFFERENTIAL** - Front or rear axle joints. Boot failure, or damage resulting from boot failure, is NOT covered.
- C. **COOLING SYSTEM** - Fan and fan clutch, primary electric fan motor, primary water pump, and radiator.
- D. **AIR CONDITIONING** - Compressor, compressor clutch, clutch coil, evaporator, and condenser on vehicles with factory installed air conditioning originally equipped with R134a. AC dash control and modules.
- E. **STEERING** - Steering gear, rack and pinion, and all internal parts. Power steering cooler and lines. Power steering pump (electric or engine driven), steering column shaft and couplings.
- F. **SUSPENSION** - Front or rear springs which are broken. Control arms, control arm bushings, and upper or lower ball joints. Control arm shafts, front or rear wheel bearings, spindles, radius arms and bushings. Stabilizer bar, links and bushings, torsion bars, and hub assembly. (NOTE: Items which are worn beyond service limits are not covered without the Wear and Tear option).
- G. **BRAKES** - All brake components, including all components of the anti-lock brake system including: wheel cylinders, front or rear calipers, brake springs, pins, and hardware kits, wheel speed sensors (sensors damaged by bad wheel bearings are not covered), brake hoses, brake lines, brake combination or proportioning valves, master cylinder, ABS pump, ABS module, ABS hydraulic unit, ABS hydraulic control unit, ABS accumulator, parking brake actuator. (NOTE: Brake linings, pads, rotors and drums are NOT covered).
- H. **ELECTRICAL** - Alternator, voltage regulator, front or rear wiper motors (head lamp wiper assemblies are NOT covered), starter motor, power window motors and regulators, power seat motors, and power door lock actuators.
- I. **TRIP INTERRUPTION** - In the event of covered **Mechanical Breakdown** which occurs more than one hundred (100) miles from **Your** home and results in a **Repair Facility** keeping the **Vehicle** overnight, **We** will reimburse **You** for receipted motel and restaurant expenses, up to ninety dollars (\$90.00) per day for a maximum of three (3) days. Total benefits shall not exceed two hundred seventy dollars (\$270.00) **Per Occurrence**. Prior authorization is not required for Trip Interruption benefits.
- J. **LABOR** - Labor charges are based on Mitchell flat rate time to repair or replace a covered component up to one hundred twenty-five dollars (\$125.00) per hour of posted labor rate time.
- K. **LIMIT OF LIABILITY** - **Our** maximum liability under the Select Coverage is to repair the **Vehicle** within the terms of the contract up to a maximum lifetime benefit equal to the lesser of the value of the **Vehicle** at the time of sale or the NADA retail book value at the time of repair.

4. IF YOU SELECTED PREFERRED COVERAGE COVERED COMPONENTS INCLUDE POWERTRAIN, POWERTRAIN PLUS, AND SELECT IN ADDITION TO:

- A. **ENGINE** - All factory installed sensors use to monitor engine performance, including: oxygen MAS, MAP, TPS, vacuum, coolant temp, knock, cam, crank and oil level, oil pressure, fan temperature, and EGR position sensors. Engine control module, fuel injection control module. External Engine Components: harmonic balance, crankshaft pulley, engine mounts, idler pulleys, intercooler, belt tensioners, timing cover, emission air pump and control valve, crankcase ventilation valve, EGR valve and cooler, throttle body, idle air control motor or solenoid, factory oil cooler, oil filter adapter, and thermal vacuum valves.
- B. **TRANSMISSION** - External solenoid packs, factory transmission control module, powertrain control module, related sensors and external control solenoids or motors.
- C. **DIFFERENTIAL AND TRANSFER CASES** - External shift solenoids, levers, or mechanisms.
- D. **COOLING SYSTEM** - Fan control module, heater motor, heater control module, heater core, coolant pump for heater, coolant heater solenoids or control valves.
- E. **AIR CONDITIONING** - AC radiator cooling fan, drier, orifice tube, AC control module.
- F. **ELECTRICAL** - Sun roof motors, convertible top motors or actuators, power antenna, power mirrors, cruise control computer and actuator; power trunk, tailgate, hatch, and side door motors or actuators (including vacuum motors or actuators). Remote door lock receivers. Wiring harnesses. Ignition lock cylinder, all manually operated switches. Driver information gauges. (NOTE: Remote transmitters or key fobs, GPS, Radio, Stereo Systems, CD Changers, MP3 players, TV, Disc Players, Satellite Radio, and OnStar units are NOT covered).
- G. **RENTAL CAR** - Thirty dollars (\$30) per day for up to five days after a covered claim is opened. **We** are not responsible for the repair center's inability to schedule the repair or obtain parts.
- H. **LABOR** - Labor charges are based on Mitchell flat rate time to repair or replace a covered component up to one hundred twenty-five dollars (\$125.00) per hour of posted labor rate time.
- I. **FUEL SYSTEM** - Primary and secondary fuel pumps, fuel injectors, fuel rails, fuel pressure regulator(s), fuel control module.
- J. **TURBOCHARGER/SUPERCHARGER** - Factory installed turbo/supercharger, waste gate, and control module.
- K. **FLUIDS** - Up to one hundred dollars (\$100.00) fluid allowance for any covered repair including R134a refrigerant.
- L. **DIAGNOSTIC CHARGES** - Up to two hours or one hundred dollars (\$100.00) diagnostics coverage (whichever is less).
- M. **LIMIT OF LIABILITY** - **Our** maximum liability under the Preferred Coverage is to repair the **Vehicle** within the terms of the contract up to a maximum lifetime benefit equal to the lesser of the value of the **Vehicle** at the time of sale or the NADA retail book value at the time of repair. Only the components listed under the Category of Coverage, that **You** have chosen (as indicated on the front page of this Agreement), are covered by this Agreement. No other components, systems, or units, are covered by this Agreement. Once this contract is in effect, coverage cannot be upgraded or changed in anyway.

III. YOUR RESPONSIBILITIES

- A. **Maintenance Requirements and Service History** - In order to keep **Your Agreement** valid, **You** must follow the maintenance procedures listed below. If **Your** failure to follow these procedures causes a **Mechanical Breakdown**, **You** may be denied coverage. **Your Vehicle** must be

serviced receiving all scheduled maintenance as recommended by the Manufacturer in the Owners Manual. You must keep receipts which verify the Vehicle Identification Number and all repair orders/maintenance records issued by the Selling Dealer/Repair Facility performing the required services on Your Vehicle. Repair order/maintenance records must include the date, a description of Your Vehicle, mileage and list in detail each of the services performed and maintenance parts replaced. We may require You to furnish the Administrator with proof that the specified services have been performed. Failure to show proof of servicing may result in denial of coverage.

- B. **Filing a Claim - If Your Vehicle incurs a Mechanical Breakdown, You must take the following steps to file a claim:**
1. **Prevent Further Damage – Take immediate action to protect Your Vehicle from further damage. Your Contract will not cover the damage caused by not securing a timely repair when a Mechanical Breakdown has occurred. You are responsible for observing Your Vehicle warning lights and gauges, and taking appropriate action immediately to prevent further damage. Failure to do so may result in the denial or the limitation of Coverage.**
 2. **Take Your Vehicle to any licensed Repair Facility. If You are within 50 miles of the issuing dealer, We recommend that You return to the dealer for repairs. Your Vehicle must be at a Repair Facility for a claim to be opened. If You need assistance in locating a Repair Facility, contact the Administrator at [REDACTED].**
 3. **Provide Repair Facility with a copy of Your Contract and/or Your Contract Number.**
 4. **Prior Approval – Prior to any repair being made, have the Repair Facility contact the Administrator with the estimate of repairs containing both parts and labor, and to obtain an authorization for the claim. The Administrator can be contacted Monday through Friday, 8:00 a.m. to 6:00 p.m. EST at [REDACTED]. Emergency repairs, done outside of working hours, may be submitted to Customer Service with a letter of explanation for payment consideration. If it is determined that a covered component has failed and the estimate for the repair is agreed upon by Our adjuster, an authorization number will be issued by the Administrator. The amount authorized by the Administrator is the maximum amount that will be paid for repairs covered under the terms of this Contract. No repairs are to be made on Your Vehicle until an authorization number is issued by the Administrator. Any claim for repairs without prior authorization will not be covered.**
 5. **Authorize Tear-Down - Authorize the Repair Facility to perform necessary diagnostic work and provide “teardown” authorization so that the Repair Facility can provide accurate diagnosis and estimate of repairs.**
 6. **Allow the Administrator to inspect Your Vehicle prior to any repairs being made.**
 7. **After investigating Your Vehicle’s component failure, in case of a discrepancy in findings, the Administrator reserves the right to have repairs done at a location other than the one You have selected.**
 8. **Payment of Claims - To obtain payment for a covered repair You, or the Repair Facility must submit a legible copy or original repair order to the Administrator. Repair orders must be readable and understandable, and contain the following information: Repair Facility name, address and phone number, Your name, address and phone number, repair diagnosis, parts and labor hours, authorization number, vehicle identification number, vehicle mileage, year, make and model. Authorization number issued by the Administrator must appear on all receipts submitted for reimbursement. No invoices will be processed without a valid authorization number. Once authorization is obtained, and the repair is completed, all repair orders and documentation must be submitted to the Administrator within 180 days to be eligible for payment.**

IV. TERMS AND CONDITIONS

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

1. **Agreement Period - The term of this Agreement is the Months as shown on the Agreement. The term begins on the Agreement Purchase Date as shown on the Agreement, except as noted under the Wrap Coverage. The term ends when the Months from the Agreement Purchase Date is reached or when the additional Miles are registered on the odometer, whichever occurs first.**
2. **When And Where You Are Covered - This Agreement applies only to Mechanical Breakdowns occurring within the contract period in the continental United States of America, Alaska, and Hawaii.**
3. **If You Have Other Coverage - If the manufacturer or Repair Facility agrees to cover all or some of the Cost of a Mechanical Breakdown after a Warranty or guarantee has expired, We will pay only for any extra Cost subject to the limits of this Agreement.**
4. **Limit of Liability - Our maximum liability on any sections of this contract is the Cost to repair any covered Mechanical Breakdown as per the terms of this Agreement. The total of benefits payable for the term of the Agreement shall not exceed the original Vehicle Purchase price as shown on the front of this Agreement or the NADA retail value of the Vehicle at the time of repair.**
5. **Subrogation - If We pay for a loss, We may require You to assign to Us Your rights of recovery against others. We will not pay for a loss if You impair these rights to recover. Your rights to recover from others may not be waived.**

V. EXCLUSIONS – WHAT THIS AGREEMENT DOES NOT COVER

WHAT THIS AGREEMENT DOES NOT COVER MAINTENANCE AND PARTS NOT COVERED: THE MAINTENANCE SERVICES AND PARTS DESCRIBED UNDER MAINTENANCE REQUIREMENTS AS SHOWN IN THIS AGREEMENT OR IN THE MANUFACTURER’S MAINTENANCE SCHEDULE FOR YOUR VEHICLE.

IN ADDITION, WE WILL NOT PAY BENEFITS:

1. **FOR COSTS COVERED BY ANY WARRANTY OF THE MANUFACTURER, STATE REQUIRED WARRANTY, DEALER WARRANTY, INSURANCE POLICY, REPAIR FACILITY’S GUARANTEE, OR ANY OTHER GUARANTEE REGARDLESS OF WHETHER THEY HONOR SUCH WARRANTY OR GUARANTEE.**
2. **WHEN REPAIRS ARE PERFORMED WITHOUT THE ADMINISTRATOR’S PRIOR AUTHORIZATION.**
3. **FOR A MECHANICAL BREAKDOWN CAUSED BY OR INVOLVING COLLISION, FIRE, THEFT, CONDITIONS OF THE ENVIRONMENT, DAMAGE THAT RESULTS FROM SOMEONE ALTERING THE VEHICLE, MISUSING THE VEHICLE, TAMPERING WITH THE VEHICLE, MAKING IMPROPER ADJUSTMENTS, IMPROPER FUELS, IMPROPERLY MAINTAINING THE VEHICLE, FAILING TO MAINTAIN THE VEHICLE WITHIN MANUFACTURER’S RECOMMENDATIONS, DAMAGE OR FAILURE OF A COVERED COMPONENT CAUSED BY AN NON-COVERED COMPONENT, AND PREVIOUS OR IMPROPER REPAIRS.**
4. **FOR LOSS OF TIME, ECONOMIC LOSS, INCONVENIENCE, LODGING, FOOD, FREIGHT CHARGES, CORE CHARGES, STORAGE CHARGES, OR OTHER CONSEQUENTIAL LOSS OR DAMAGE THAT RESULTED FROM A MECHANICAL BREAKDOWN.**
5. **FOR A MECHANICAL BREAKDOWN WHEN CONTAMINATED OR POOR QUALITY FLUIDS, FUELS, LUBRICANTS OR GREASE CAUSED OR CONTRIBUTED TO THE MECHANICAL BREAKDOWN OR FOR DAMAGE CAUSED BY FUELS CONTAINING MORE THAN 10% ETHANOL IF THE VEHICLE WAS NOT MANUFACTURED FOR THIS FUEL MIXTURE.**

6. FOR FLUID LEAKS OR DAMAGE THAT RESULTS FROM FLUID LEAKS.
7. FOR ANY MECHANICAL BREAKDOWN CAUSED BY CONTAMINATION, OVERHEATING, LACK OF COOLANT OR LUBRICANTS.
8. FOR A MECHANICAL BREAKDOWN CAUSED BY OR INVOLVING MODIFICATIONS UNLESS THOSE MODIFICATIONS WERE PERFORMED BY THE MANUFACTURER (E.G. OVERSIZED TIRES, LIFT KIT [UNLESS CHECKED OFF ON FRONT PAGE AND VEHICLE IS DECLARED A CLASS 4 VEHICLE], AFTERMARKET PERFORMANCE PARTS OR SYSTEMS).
9. FOR A MECHANICAL BREAKDOWN CAUSED BY ABUSE, MISUSE, ALTERATIONS OR LACK OF CUSTOMARY MAINTENANCE AS RECOMMENDED IN AGREEMENT SECTION III A. MAINTENANCE REQUIREMENTS AND/OR IN THE MANUFACTURER'S MAINTENANCE SCHEDULE FOR YOUR VEHICLE.
10. FOR A MECHANICAL BREAKDOWN OF A COVERED PART RESULTING FROM THE FAILURE OF A NON-COVERED PART.
11. FOR A MECHANICAL BREAKDOWN CAUSED BY OR INVOLVING EQUIPMENT, COMPONENTS OR SYSTEMS NOT INSTALLED BY THE MANUFACTURER.
12. IF YOUR VEHICLE'S ODOMETER HAS BEEN STOPPED, ALTERED OR MISREPRESENTS YOUR VEHICLE'S ACTUAL MILEAGE, WHEREBY THIS CONTRACT WILL BE CONSIDERED VOIDED.
13. FOR A MECHANICAL BREAKDOWN THAT IS A DIRECT RESULT OF A MECHANICAL OR STRUCTURAL DEFECT WHEN THE MANUFACTURER HAS ANNOUNCED A PUBLIC RECALL FOR THE PURPOSE OF CORRECTING SUCH A DEFECT.
14. FOR ADDITIONAL LOSS OR DAMAGE WHICH IS OCCASIONED BY YOU OR OPERATOR'S FAILURE TO USE ALL REASONABLE PRECAUTIONS TO PROTECT THE VEHICLE FROM ANY FURTHER LOSS OR DAMAGE AFTER A MECHANICAL BREAKDOWN OR FAILURE HAS OCCURRED OR BEEN INDICATED.
15. FOR A MECHANICAL BREAKDOWN WHICH EXISTED PRIOR TO, OR WAS CAUSED BY A CONDITION WHICH EXISTED PRIOR TO THE AGREEMENT PURCHASE DATE.
16. IF YOUR VEHICLE HAD BEEN DECLARED A TOTAL LOSS, SALVAGED OR JUNK VEHICLE.
17. FOR EXPENSES CHARGED FOR DISPOSAL OF ENVIRONMENTALLY UNSAFE MATERIALS.
18. FOR EXPENSES CHARGED FOR NON-SPECIFIC MATERIALS OR SHOP SUPPLIES.
19. IF YOUR VEHICLE WAS MANUFACTURED AS A NON-U.S. SPECIFICATION MODEL.
20. FOR A MECHANICAL BREAKDOWN CAUSED BY TOWING A TRAILER OR ANOTHER VEHICLE UNLESS YOUR VEHICLE IS EQUIPPED FOR THIS AS RECOMMENDED BY THE MANUFACTURER.
21. FOR A MECHANICAL BREAKDOWN CAUSED BY USING YOUR VEHICLE FOR RACING OR OTHER COMPETITION.
22. IF YOUR VEHICLE HAS BEEN MODIFIED TO PLOW SNOW, WHETHER THE SNOW PLOW BLADE IS ATTACHED TO THE VEHICLE OR NOT.
23. FOR A MECHANICAL BREAKDOWN CAUSED BY RUST OR WEATHER RELATED CORROSION.
24. IF YOUR VEHICLE IS USED FOR COMMERCIAL PURPOSES. EXAMPLES OF COMMERCIAL USE INCLUDE BUT ARE NOT LIMITED TO: TAXI, POLICE CAR OR OTHER EMERGENCY VEHICLE, HAULING, CONSTRUCTION (OTHER THAN DRIVING TO AND FROM WORK), PICKUP AND DELIVERY SERVICE, DAILY RENTALS, CARRY PASSENGERS FOR HIRE, SNOWPLOWING AND COMPANY POOL USE OR BUSINESS TRAVEL WHEN THE VEHICLE IS USED BY MORE THAN ONE DRIVER.
25. IF YOUR VEHICLE IS AN EXOTIC VEHICLE OR IS A TRUCK RATED MORE THAN 1 TON.
26. FOR REPAIRS MADE SOLELY TO MEET OR MAINTAIN ANY GOVERNMENTAL EMISSION STANDARDS.
27. DAMAGE CAUSED TO YOUR ENGINE, TRANSMISSION, TRANSFER CASE OR AXLE ASSEMBLY RESULTING FROM WATER INGESTION.
28. FOR REPAIRS OF WATER AND AIR LEAKS, RATTLES, SQUEAKS AND WIND NOISE.
29. FOR REPAIRS RECOMMEND BY A MANUFACTURER'S TECHNICAL SERVICE BULLETIN (TSB).
30. ANY COMPONENT WHICH IS NOT LISTED IN THE SELECTED COVERAGE SECTION AS SHOWN ON THE APPLICATION PAGE.

INELIGIBLE VEHICLES

The following Vehicles are ineligible under this Agreement:

1. Any imported Vehicle that was not originally manufacturer to meet U.S. Federal Motor Vehicle Standards.
2. Any Vehicle that was reconstructed from salvage, declared a total loss, declared a lemon, or if the original manufacturer's warranty was voided for any reason.
3. Any Vehicle that is or will be used/equipped or identified as: farming, forestry, agriculture, welding, road construction or oil field industries; taxicab, rental, limousine, auto transport, shuttle or livery service, emergency response vehicles including police, fire, search and rescue, ambulance, paramedic, or security; mail carrier or any other pick up delivery services; waste removal, dump truck, hazardous material transportation; federal, state or city government, or military use; fleet/pool vehicles used by multiple drivers, or commercial use.
4. Any Vehicle equipped with a snow plow or tire modification.
5. Any Vehicle with a lift kit modification unless the lift is up to 6"; the lift components are warranted for a minimum of three years by the lift manufacturer; and the appropriate surcharge has been paid.
6. Any Vehicle that has the following characteristics: dump bed, step-van, high-cube van, incomplete vehicles, right hand steering vehicles, or Vehicles that have special bodies designed for commercial use.

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

VI. CANCELLATION OF THIS AGREEMENT

You may cancel this Agreement by submitting a written request to the Dealer/Seller including a copy of Your Agreement. During the first thirty (30) days from the Agreement Purchase Date, We or the Dealer/Seller will refund You 100% of the Agreement Purchase Price, less any claims paid on Your Agreement. After the first thirty (30) days from the Agreement Purchase Date, We or the Dealer/Seller will refund You a pro rata refund of the Agreement Purchase Price, based on the term remaining of the Agreement, less a [fifty dollars (\$50)] cancellation fee. After thirty (30) days, We may cancel this Agreement for material misrepresentation or fraud at time of sale. If We cancel this Agreement, We or the Dealer/Seller will refund You 100% of the Agreement Purchase Price, less any claims paid on Your 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. The lienholder, if any, will be named on a cancellation refund check as their interest may appear.

VII. TRANSFER OF THIS AGREEMENT

In the event that **You** sell the **Vehicle**, this **Agreement** shall terminate or **You** may apply for a transfer to the new owner. If **You** choose to apply for transfer of the **Agreement** to the new owner the transfer request must be made in writing within thirty (30) days from the date of sale to a private party (non-commercial party) and include the following: (1) A check for a one hundred dollar (\$1000) transfer fee; (2) A copy of the Application Page of this **Agreement**; (3) A signed affidavit stating the date of sale, the mileage at sale and the new owner's name, address and telephone number.

If **You** do not request the transfer of the **Agreement** to the new owner the **Agreement** shall terminate. To receive a refund of the unearned **Agreement** Price you must: (1) notify **Us** in writing within thirty (30) days of the sale and (2) provide a signed affidavit stating the date of the sale. If **Your Agreement** is financed, the Lienholder has the right to receive any portion of the cancellation refund amounts.

The **Agreement** may not be assigned separately from the **Vehicle**, nor can it be assigned to a New or Used Car Dealership or anyone other than an individual person that purchased **Your Vehicle**. This **Agreement** may only be transferred once. **IMPORTANT: This Agreement is not transferable to a dealer or entity in the business of selling, trading or leasing vehicles in any event.**

VIII. ARBITRATION

PLEASE READ THIS ARBITRATION PROVISION CAREFULLY TO UNDERSTAND **YOUR** RIGHTS. IT PROVIDES THAT ANY CLAIM OR DISPUTE THAT **YOU** MAY HAVE IN THE FUTURE RELATING TO THIS AGREEMENT AND **YOUR** DEALINGS WITH **US** MUST BE RESOLVED THROUGH BINDING ARBITRATION.

1. Arbitration is a method of resolving any claim, dispute or controversy without filing a lawsuit. In this Arbitration Provision, **You, We**, and the **Administrator** (the "Parties") are waiving our right to go to court and are agreeing instead to submit any claims, disputes or controversies between the Parties to binding arbitration. This Arbitration Provision sets forth the terms and conditions of our agreement to binding arbitration. The Parties agree and acknowledge that the transaction evidenced by this **Agreement** affects interstate commerce and the Federal Arbitration Act ("Act") applies to this Arbitration Provision.

2. The Parties agree to resolve all claims, disputes and controversies (collectively "Claims") related in any way to this **Agreement** by binding arbitration, including but not limited to Claims related to the underlying transaction giving rise to this **Agreement**, and including further, without limitation, Claims arising under contract, tort, statute, regulation, rule, ordinance or other rule of law or equity. In addition, the arbitrator shall decide issues related to the applicability, scope and validity of this Arbitration Provision. Notwithstanding this agreement to arbitrate, each of the Parties retains the right to seek remedies in small claims court to resolve any Claim within the jurisdiction of small claims court. By signing this **Agreement**, **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 this **Agreement** between or among the Parties.

3. **YOU** AGREE AND HEREBY EXPRESSLY WAIVE ANY RIGHT **YOU** MAY HAVE TO LITIGATE IN SMALL CLAIMS COURT, STATE, COUNTY OR FEDERAL COURT ANY CLAIM ON A CLASS-ACTION BASIS OR IN ANY OTHER COLLECTIVE OR REPRESENTATIVE PROCEEDING AS EITHER A REPRESENTATIVE OR MEMBER OF A CLASS, OR AS A PRIVATE ATTORNEY GENERAL, OR TO OTHERWISE PURSUE ANY CLAIM IN A CLASS-ACTION IN SMALL CLAIMS, STATE, COUNTY OR FEDERAL COURT. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS ARBITRATION PROVISION, ANY DISPUTE REGARDING THE VALIDITY AND EFFECT OF THIS CLASS ACTION WAIVER PROHIBITING **YOU** FROM PARTICIPATING IN OR FILING A CLASS-ACTION IN ANY COURT SHALL BE DETERMINED EXCLUSIVELY BY A COURT.

4. The arbitration shall be administered by the American Arbitration Association ("AAA"). The arbitration shall be governed pursuant to the AAA Consumer Arbitration Rules (the "Code"). The arbitration will take place before a single, neutral arbitrator selected in accordance with the Code in effect at the time the arbitration is commenced. **You** have a right to attend the arbitration hearing in person. You may choose to have any arbitration hearing held in the county that **You** live in, the closest AAA location to **Your** residence, or via telephone. For information about how to initiate arbitration with the AAA, the Parties shall refer to the AAA Code and forms at www.adr.org or call (800) 778-7879.

5. If **You** initiate arbitration with AAA, **You** must pay any AAA filing fee in effect at the time **You** initiate arbitration. **We** will pay all other remaining arbitration costs and expenses, including any remaining AAA costs or expenses and all remaining, reasonable professional fees for the arbitrator's services. If **We** initiate arbitration against **You**, **We** will pay **Your** filing fee and all costs associated with the arbitration. **We** shall bear the expense of **Your** reasonable and actual attorney's fees, as determined by the arbitrator, regardless of which party prevails in the arbitration; provided however, in the event the arbitrator determines one or more of **Your** Claims to be frivolous, **You** shall bear all of **Your** own expenses, including all attorney's fees.

6. 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.

7. 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 rather than in arbitration.

8. NOTHING HEREIN IS INTENDED OR SHOULD BE CONSTRUED AS CONSENT TO CLASS-ACTION OR REPRESENTATIVE ARBITRATION. BY SIGNING THIS **AGREEMENT**, THE PARTIES AGREE AND ACKNOWLEDGE THAT THERE IS NO AGREEMENT OF ANY KIND BETWEEN THE PARTIES TO CONDUCT ANY ARBITRATION ON A CLASS-ACTION OR COLLECTIVE BASIS, BY **YOU** AS A REPRESENTATIVE OF OTHERS, A PRIVATE ATTORNEY GENERAL OR A MEMBER OF A CLASS. THE PARTIES COLLECTIVELY AND **YOU**, INDIVIDUALLY, ACKNOWLEDGE AND DO NOT AGREE TO ARBITRATION OF ANY CLAIM HEREUNDER ON A CLASS-ACTION, COLLECTIVE OR REPRESENTATIVE BASIS UNDER ANY CIRCUMSTANCES.

9. If any portion of this Arbitration Provision is deemed invalid or unenforceable, the remaining portions of this Arbitration Provision shall nevertheless remain valid and enforceable, provided, however, that if the portions regarding **Your** waiver of class-action rights or the Parties' acknowledgement of no agreement as to class arbitration are deemed invalid or unenforceable, then this Arbitration Provision shall, upon election of any Party, be invalidated and unenforceable in its entirety.

10. In the event of a conflict or inconsistency between this Arbitration Provision and the other provisions of this **Agreement** or any prior agreement, this Arbitration Provision governs.

11. **YOU** SHALL HAVE THE RIGHT TO OPT OUT OF THIS AGREEMENT TO ARBITRATE BY PROVIDING WRITTEN NOTICE OF **YOUR** INTENTION TO DO SO TO **US** VIA CERTIFIED MAIL WITHIN THIRTY (30) DAYS OF THE EXECUTION OF THIS **AGREEMENT**.

IX. INSURANCE STATEMENT

Our obligations under this **Agreement** are insured under an insurance policy issued by [REDACTED], except in California, Georgia, New York, Rhode Island and Wisconsin.

In California, if any promise made in the Contract has been denied or has not been honored within sixty (60) days after Your request, You may contact the California Department of Insurance at (800) 927-4357 or access the department's Internet Web site (www.insurance.ca.gov).

In Georgia, **Our** obligations under this **Agreement** are insured under an insurance policy issued by the [REDACTED]

In Wisconsin, **Our** obligations under this **Agreement** are backed by the full faith and credit of [REDACTED].

In New York and Rhode Island, **Our** obligations under this **Agreement** are insured under an insurance policy issued by [REDACTED]

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 [REDACTED]. To do so, please call the following toll-free number for instructions: [REDACTED]

X. STATE DISCLOSURES

ALABAMA: A twenty-five-dollar (\$25) cancellation fee is applicable. The CANCELLATION section is amended as follows: If **You** are the original **Agreement** Holder and **You** cancel this **Agreement** within thirty (30) days of the original **Agreement** Purchase Date, a ten percent (10%) penalty per month shall be added to a refund that is not made within forty-five (45) days of this **Agreement** to **Us**. The lienholder, if any, will be named on a cancellation refund check as their interest may appear.

ALASKA: CANCELLATION section is amended as follows: **We** will retain a cancellation fee of seven and one half percent (7.5%) of the unearned pro rata **Agreement** Purchase Price, not to exceed twenty-five dollars (\$25); to be based on the days in force, as related to **Your Agreement's** term.

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. CANCELLATION section is amended as follows: A twenty-five-dollar (\$25) cancellation fee is applicable. **You** may cancel this **Agreement** by submitting a written request to the **Dealer/Seller** containing a copy of **Your Agreement** and the current mileage on **Your Vehicle**. During the first thirty (30) days from the **Agreement** Purchase Date, **We** or the **Dealer/Seller** will refund **You** one hundred percent (100%) of the **Agreement** Purchase Price with no deductions for any claims or pending claims. After the first thirty (30) days from the **Agreement** Purchase Date, **We** or the **Dealer/Seller** will refund **You** a pro-rated amount of the **Agreement** Purchase Price, based on the lesser of the months or miles remaining, less a twenty-five-dollar (\$25) cancellation fee. **We** may not cancel or void this **Agreement** or any provisions of this **Agreement** due to (1) **Our** acts or omissions in failing to provide correct information or to perform services or repairs in a timely, competent, and workmanlike manner, (2) prior use or unlawful acts relating to the covered parts, (3) **Our** misrepresentation, and (4) ineligibility of parts for coverage under the program.

CALIFORNIA: Performance to **You** under this **Agreement** is guaranteed by a California approved insurance company. If any promise made in the Contract has been denied or has not been honored within sixty (60) days after **Your** request, **You** may contact the California Department of Insurance at (800) 927-4357 or access the department's Internet Web site (www.insurance.ca.gov).

PRE-EXISTING CONDITIONS section is amended as follows: a condition that existed prior to the purchase of the **Agreement**. If **You** are not satisfied with the insurance company's response, **You** may contact the California Department of Insurance at (800) 927-4357. CANCELLATION section is amended as follows: **You** may cancel this **Agreement** by submitting a written request to the **Dealer** containing a copy of **Your Agreement**. If **You** request a cancellation during the first sixty (60) days from the **Agreement** Purchase Date, **We** will refund **You** one hundred percent (100%) of the **Agreement** Purchase Price, less any claims paid on **Your Agreement**. After the first sixty (60) days from the **Agreement** Purchase Date, **We** will refund **You** a pro-rated amount of the **Agreement** Purchase Price, based on the term remaining of the **Agreement**, less a cancellation fee of either ten percent (10%) of the **Agreement** Purchase Price or twenty-five dollars (\$25), whichever is less. **We** may cancel this **Agreement** during the first thirty (30) days of the **Agreement** Purchase Date for any reason. After thirty (30) days, **We** may cancel this **Agreement** due to **Your** material misrepresentation or fraud at time of sale, or **Your** failure to pay the **Agreement** Purchase Price. If **We** cancel this **Agreement**, **We** or the **Dealer** will refund **You** one hundred percent (100%) of the **Agreement** Purchase Price, less any claims paid by **Us**. No cancellation fee will apply in the event **We** cancel this **Agreement**. Any refund will be sent to the **Covered Vehicle's** lienholder unless the lien is satisfied. ARBITRATION section is amended as follows: The arbitrators shall not have the power to commit errors of law or legal reasoning, and the award may be vacated or corrected on appeal to a court of competent jurisdiction for any such error. All arbitration shall be handled in accordance with the California Arbitration Act (California Code of Civil Procedure, Section 1280). All references to Commercial arbitration rules are replaced with Consumer arbitration rules. The class action waiver is deleted in its entirety. The fees and costs are amended to comply with California Code of Civil Procedure, Section 1284.3. The clause stating "It is understood and agreed that the transaction evidenced by this **Agreement** takes place in and substantially affects interstate commerce" is removed in its entirety.

CONNECTICUT: Unresolved complaints may be addressed to the State of Connecticut, Insurance Department, P.O. Box 816, Hartford, CT 06142-0816, Attention: Consumer Affairs. If the warranty period is less than one (1) year, the coverage is automatically extended if the product is being repaired when the warranty expires. CANCELLATION section is amended as follows: **You** may cancel this **Agreement** at any time for any reason by submitting a written request to the **Dealer/Seller** containing a copy of **Your Agreement**. **You** may cancel this **Agreement** if the **Vehicle** is returned, sold, lost, stolen, or destroyed.

FLORIDA: CANCELLATION section is deleted in its entirety and replaced with the following: **You** may cancel this **Agreement** by submitting a written request to the **Dealer/Seller** containing a copy of **Your Agreement**. During the first sixty (60) days from the **Agreement** Purchase Date, **We** or the **Dealer/Seller** will refund **You** one hundred percent (100%) of the **Agreement** Purchase Price, less any claims paid on **Your Agreement**. After the first sixty (60) days from the **Agreement** Purchase Date, **We** or the **Dealer/Seller** will refund **You** a pro-rated amount of the **Agreement** Purchase Price, based on the months remaining, less a fifty dollar (\$50) cancellation fee or five percent (5%) of the gross premium paid by **You**, whichever is less. **We** may cancel this **Agreement** during the first sixty (60) days of the **Agreement** Purchase Date for any reason. After sixty (60) days, **We** may cancel this **Agreement** for material misrepresentation or fraud at time of sale or for non-payment of **Agreement** Purchase Price or if **You** have failed to maintain the covered parts as prescribed by the manufacturer. If **We** cancel this **Agreement**, **We** or the **Dealer/Seller** will refund **You** one hundred percent (100%) of the **Agreement** Purchase Price, less any claims paid on **Your Agreement**. If **We** cancel this **Agreement** for non-payment of the **Agreement** Purchase Price by **You**, **We** shall provide **You** notice of cancellation by certified mail. If **Your Agreement** is financed, the Lienholder has the right to receive any portion of the cancellation refund amounts. If **Your covered Vehicle** is repossessed, stolen or declared a total loss, **You** authorize the Lienholder to cancel this **Agreement**. The lienholder, if any, will be named on a cancellation refund check as their interest may appear. A forty dollar (\$40) transfer fee is applicable. ARBITRATION section is amended to add the following: Arbitration proceedings shall be conducted in the county in which the consumer resides.

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

GEORGIA: ARBITRATION does not apply in Georgia. CANCELLATION section is deleted in its entirety and replaced with the following: **We** may not cancel this **Agreement** except for material misrepresentation or fraud at time of sale or non-payment of **Agreement** Purchase Price. If **We** cancel this **Agreement**, **We** or the **Dealer/Seller** will refund **You** one hundred percent (100%) of the **Agreement** Purchase Price. Written notice of cancellation will be mailed to **You** at least ten (10) days prior to the cancellation of this **Agreement** for non-payment of the **Agreement** Purchase Price. At least thirty (30) days written notice of cancellation will be mailed to **You** for all other reasons. Cancellation will comply with Section 33-24-44 of the Georgia Code. Cancellation fee is not applicable. **You** may cancel this **Agreement** at any time. 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. If this **Agreement** is cancelled after the first thirty (30) days or a claim has been filed, **We** will refund the amount of the **Agreement** Purchase Price according to the pro-rata method reflecting the greater of the days in force or the miles driven. An administrative fee of ten percent (10%) of the pro-rata refund amount will be applied if the **Agreement** is cancelled by **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**. The lienholder, if any, will be named on a cancellation refund check as their interest may appear.

IDAHO: Coverage afforded under this **Agreement** is not guaranteed by the Idaho Insurance Guarantee Association.

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

INDIANA: **Your** proof of payment to the **Dealer/Seller** for this **Agreement** shall be considered proof of payment to [REDACTED], which guarantees **Our** obligations to **You**, providing such insurance was in effect at the time **You** purchased this **Agreement**. This **Agreement** is not insurance and is not subject to Indiana insurance law.

IOWA: Iowa residents only may contact the Iowa Insurance Commissioner at the following address: Iowa Insurance Division, Two Ruan Center, 601 Locust Street, 4th Floor, Des Moines, Iowa 50309-3738 (515) 281-5705. CANCELLATION section is amended as follows: If **You** are the original **Agreement** Holder and **You** cancel this **Agreement** within thirty (30) days of the original **Agreement** Purchase Date, a ten percent (10%) penalty per month shall be added to a refund that is not made within thirty (30) days of return of this **Agreement** to **Us**. If **We** cancel the **Agreement**, written notice of such cancellation will be mailed to **You** within fifteen (15) days of the date of cancellation.

KENTUCKY: Transfer fee is not applicable. Cancellation fee is not applicable.

LOUISIANA: CANCELLATION section is amended as follows: After thirty (30) days, **We** cannot cancel this **Agreement** except: (1) If there has been a material misrepresentation or fraud at the time of sale of the **Agreement**; (2) If **You** failed to maintain the motor **Vehicle** as prescribed by the manufacturer; or (3) For non-payment of the **Agreement** Purchase Price by **You**, in which case **We** will provide **You** notice of cancellation by certified mail. The refund will be based upon a pro-rata basis. In calculating a refund, no deduction shall be allowed for any claim that has been paid under the **Agreement**. If **You** have requested cancellation within the first thirty (30) days, full refund, minus any cancellation fee, shall be issued. Cancellation fees will not exceed fifty dollars (\$50). The "less any claims paid" language does not apply in the State of Louisiana.

MARYLAND: CANCELLATION section is amended as follows: If **You** are the original **Agreement** Holder and **You** cancel this **Agreement** within thirty (30) days of the original **Agreement** Purchase Date, and if no claims have been paid, a full refund will be issued. The cancellation fee does not apply in Maryland. 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**.

After forty-five (45) days, **We** cannot cancel this **Agreement** except:

1. when there exists:
 - a. a material misrepresentation or fraud at the time of sale of the **Agreement**;
 - b. a matter or issue related to the risk that constitutes a threat to public safety; or
 - c. a change in the condition of the risk that results in an increase in the hazard insured against;
2. for non-payment of premium; or
3. 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. If **Your Agreement** is financed, the insurer shall return any gross unearned premiums that are due under the insurance contract, computed pro rata, and excluding any expense constant, administrative fee, or any nonrefundable charge filed with and approved by the Commissioner. ARBITRATION does not apply in Maryland. The transfer fee does not apply in Maryland.

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

MINNESOTA: CANCELLATION section is amended as follows: A ten percent (10%) penalty per month must be added to a refund that is not paid or credited within forty-five (45) days after return of the **Agreement** to the provider. If **We** cancel the **Agreement**, written notice of such cancellation will be mailed to **You** within fifteen (15) days of the date of cancellation and will state the effective date and the reason for cancellation; five (5) days written notice will be mailed to **You** for non-payment of premium, material misrepresentation or substantial breach of duties by **You**.

MISSISSIPPI: CANCELLATION section is amended as follows: If **We** cancel the **Agreement**, written notice of such cancellation will be mailed to **You** not less than thirty (30) days prior to the effective date of such cancellation and will state the reason for cancellation; ten (10) days written notice will be mailed to **You** for non-payment of premium. If **You** are the original **Agreement** Holder and **You** cancel this **Agreement** within thirty (30) days of the original **Agreement** Purchase Date, a ten percent (10%) penalty per month shall be added to a refund that is not made within forty-five (45) days of this **Agreement** to **Us**.

ARBITRATION does not apply in Mississippi. This **Agreement** is not supported by a manufacturer or distributor.

MISSOURI: CANCELLATION section is amended as follows: If **We** cancel the **Agreement**, notice of such cancellation will be delivered to **You** by registered mail fifteen (15) days prior to cancellation. The applicable free-look time period on this **Agreement** shall only apply to the original **Agreement** purchaser. 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**.

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

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

NEVADA: ARBITRATION does not apply in Nevada. CANCELLATION section is deleted in its entirety and replaced with the following: **You** may cancel this **Agreement** by submitting a written request to the **Dealer/Seller** containing a copy of **Your Agreement** and the current mileage on **Your Vehicle**. During the first thirty (30) days from the **Agreement** Purchase Date, **We** or the **Dealer/Seller** will refund **You** one hundred percent (100%) of the **Agreement** Purchase Price. After the first thirty (30) days from the **Agreement** Purchase Date, **We** will refund **You** a pro-rated amount of the **Agreement** Purchase Price, less a twenty-five dollar (\$25) cancellation fee, within forty-five (45) days after the **Agreement** has been returned to **Us**. A ten percent (10%) penalty per month shall be added to a refund that is not made within forty-five (45) days of return of this **Agreement** to **Us**. **We** may cancel this **Agreement** during the first thirty (30) days of the **Agreement** Purchase Date for any reason. After thirty (30) days, **We** may cancel this **Agreement** for material misrepresentation or fraud by **You** at time of sale or non-payment of **Agreement** Purchase Price by **You**. If **We** cancel this **Agreement**, **We** or the **Dealer/Seller** will refund **You** one hundred percent (100%) of the **Agreement** Purchase Price. No claims paid on **Your Agreement** will ever be deducted from any refund issued pursuant to this **Agreement** in Nevada. If **We** cancel this **Agreement**, no cancellation will become effective until at least fifteen (15) days after the notice of cancellation is mailed to **You**. If **Your Agreement** is financed, the lender has the right to receive any portion of the cancellation refund amounts. If **Your Vehicle** is repossessed, stolen or declared a total loss, **You** authorize the lender to cancel this **Agreement**. In either case, no cancellation will become effective until at least fifteen (15) days after the notice of cancellation is mailed to **You**. This **Agreement** is non-renewable.

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.

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

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

1. **Your** failure to pay an amount when due;
2. **You** are convicted of a crime that results in an increase in the service required under the **Agreement**;
3. Discovery of fraud or material misrepresentation by **You** in obtaining the **Agreement** or in presenting a claim for service there under;

or

4. 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**.

The right to void this **Agreement** is not transferable and applies to only the original **Agreement** holder. 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. 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 cancellation fee does not apply in New Mexico.

NEW YORK: CANCELLATION section 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**.

NORTH CAROLINA: CANCELLATION section is amended as follows: A twenty-five dollar (\$25) cancellation fee or ten percent (10%) of the pro-rata refund amount, whichever is less, is applicable. **We** may only cancel this **Agreement** for non-payment of premium or for a direct violation of the **Agreement** by **You**.

OHIO: This **Agreement** is not an insurance policy and is not subject to the insurance laws of this state. In the event **You** cancel the **Agreement** as stated in the CANCELLATION section and no refund is received, **You** may contact [REDACTED] directly for **Your** refund.

OKLAHOMA: Oklahoma service warranty statutes do not apply to commercial use references in service warranty contracts. Coverage afforded under this **Agreement** is not guaranteed by the Oklahoma Insurance Guaranty Association. For towing service, contact [REDACTED]

CANCELLATION section is deleted in its entirety and replaced with the following: **You** may cancel this **Agreement** by submitting a written request to the **Dealer/Seller** containing a copy of **Your Agreement**. If **You** cancel during the first thirty (30) days from the **Agreement** Purchase Date, and no claim has been authorized or paid, **We** or the **Dealer/Seller** will refund **You** one hundred percent (100%) of the **Agreement** Purchase Price. After the first thirty (30) days from the **Agreement** Purchase Date, or if a claim was made within the first thirty (30) days, **We** or the **Dealer/Seller** shall provide a refund of ninety percent (90%) of the unearned pro rata premium, less the cost of service provided under this **Agreement**. **We** may cancel this **Agreement** during the first thirty (30) days of the **Agreement** Purchase Date for any reason. After thirty (30) days, **We** may cancel this **Agreement** for material misrepresentation or fraud at time of sale or for non-payment of **Agreement** Purchase Price. If **We** cancel this **Agreement**, **We** or the **Dealer/Seller** will refund **You** one hundred percent (100%) of the **Agreement** Purchase Price, less the cost of service provided under this **Agreement**. If **Your Agreement** is financed, the lienholder has the right to receive any portion of the cancellation refund amounts. If **Your Vehicle** is repossessed, stolen or declared a total loss, **You** authorize the lienholder to cancel this **Agreement**. ARBITRATION section is amended as follows: While arbitration is mandatory, the outcome of any arbitration shall be non-binding on the parties, and either party shall, following arbitration, have the right to reject the arbitration award and bring suit in a district court of Oklahoma. **OREGON:** ARBITRATION does not apply in Oregon.

SOUTH CAROLINA: If **You** have any questions regarding this **Agreement**, or a complaint against **Us**, **You** may contact the South Carolina Department of Insurance at P.O. Box 100105, Columbia, SC 29202, (803) 737-6160, info@doi.sc.gov. CANCELLATION section 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 lienholder, if any, will be named on a cancellation refund check as their interest may appear.

TEXAS: 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. CANCELLATION section is amended to add the following: 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**. If a covered claim is not paid within forty-five (45) days after **You** have filed proof of loss with **Us**, **You** may file a claim directly with [REDACTED]. 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 day preceding the effective date of cancellation. The notice will state the effective date of cancellation and the reason for cancellation.

UTAH: Coverage afforded under this **Agreement** is not guaranteed by the Utah Property and Casualty Guaranty Association. This **Agreement** is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department. CLAIMS PROCEDURES section is amended as follows: If **You** fail to give any notice or file any proof of loss required by this **Agreement** within the time specified in this **Agreement**, it does not invalidate a claim made by **You** if **You** show that it was not reasonably possible to give the notice or file the proof of loss within the prescribed time and that notice was given or proof of loss was filed as soon as reasonably possible.

CANCELLATION section is amended as follows: If **We** cancel this **Agreement**, **We** will provide written notice of cancellation, including the actual reason for the cancellation, to the last known mailing address at least:

1. Ten (10) days before the effective date of cancellation if cancelled for non-payment of the **Agreement** Purchase Price;
2. Forty five (45) days before the effective date of cancellation if cancelled for any other reason.

Payment Terms: This **Agreement** can be purchased by using Cash/Credit Card or Financed as part of **Your** vehicle loan/lease.

FILING A CLAIM section has been revised to add the following: If an emergency occurs which requires a covered **Mechanical Breakdown** repair to be made at a time when **Our** office is closed and prior authorization for the repair cannot be obtained, **You** should follow all of the claim procedures outlined in this section with the exception of 2. Obtain Authorization for Payment from **Us**. After following these instructions, contact **Us** for claims instructions on the next business day at (800) 451-0459, or as soon as reasonably possible.

ARBITRATION section 3, is deleted in its entirety and replaced with the following: Any matter in dispute between **You** and **Us** 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 **Us**. Any decision reached by arbitration shall be binding upon both **You** and **Us**. 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.

INSURANCE STATEMENT section is amended to add the following: In the event the Obligor fails to pay any claim within sixty (60) days after proof of loss has been filed, **You** may file a direct claim with [REDACTED]. To do so, please call the following toll-free number for instructions: [REDACTED].

WASHINGTON: All references to Administrator throughout this **Agreement** are replaced with **Service Provider**. CANCELLATION section is deleted in its entirety and replaced with the following: **You** may cancel this **Agreement** by submitting a written request to the **Dealer/Seller** stating the date upon which the cancellation is effective, and containing a copy of **Your Agreement**. During the first thirty (30) days from the **Agreement** Purchase Date, **We** or the **Dealer/Seller** will refund **You** 100% of the **Agreement** Purchase Price, less any claims paid on **Your Agreement**. After the first thirty (30) days from the **Agreement** Purchase Date, **We** or the **Dealer/Seller** will refund **You** a pro-rated amount of the **Agreement** Purchase Price, based on the months remaining, less a twenty-five dollar (\$25) cancellation fee. If **You** are the original **Agreement** Holder and **You** cancel this **Agreement** within thirty (30) days of the original **Agreement** Purchase Date, 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**.

We may cancel this **Agreement** during the first thirty (30) days for the **Agreement** Purchase Date for any reason. After thirty (30) days, **We** may cancel this **Agreement** non-payment of **Agreement** Purchase Price by the **Dealer/Seller** to **Us**, or for material misrepresentation or fraud at time of sale. If **We** cancel this **Agreement**, **We** or the **Dealer/Seller** will refund **You** 100% of the **Agreement** Purchase Price. If **We** cancel this **Agreement**, **We** shall mail written notice to **You** at **Your** last known address no less than twenty-one (21) days prior to the effective date of the cancellation. The notice shall state the effective date and the reason for cancellation.

If **We** have notice of a lender and a Discharge of Lien is not provided, any refund will be issued to the lender. If **Your Vehicle** is repossessed, stolen or declared a total loss, **You** authorize the lender on the Declarations Page to cancel this **Agreement**. If cancelled, the **Agreement** will not be reinstated.

ARBITRATION section is amended to add the following: The Insurance Commissioner of Washington is the Service Provider's attorney to receive service of process in any action, suit or proceeding in any court, and the state of Washington has jurisdiction of any civil action in connection with this **Agreement**. Arbitration proceedings shall be held at a location in closest proximity to the service **Agreement** holder's permanent residence. **You** may file a direct claim with the insurance company at any time.

Our obligations under this **Agreement** are insured under insurance policy number [REDACTED]

[REDACTED] In the event **We** fail to pay an authorized claim within sixty (60) days after proof of loss has been filed, **You** may file a direct claim with [REDACTED]. To do so, please call the following toll-free number for instructions: [REDACTED]

Wisconsin: THIS CONTRACT IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE. CANCELLATION section is deleted in its entirety and replaced with the following: **You** may cancel this **Agreement** by submitting a written request to the **Dealer/Seller** containing a copy of **Your Agreement** and the current mileage on **Your** vehicle. During the first thirty (30) days from the **Agreement** Purchase Date, **We** or the **Dealer/Seller** will refund **You** one hundred percent (100%) of the **Agreement** Purchase Price, less any claims paid on **Your Agreement**. After the first thirty (30) days from **Agreement** Purchase Date, **We** or the **Dealer/Seller** will refund **You** a pro-rated amount of the **Agreement** Purchase Price, based on the lesser of the months or miles remaining, less a cancellation fee not to exceed the lesser of ten percent (10%) of the **Agreement** Purchase Price or fifty dollars (\$50). If **You** are the original **Agreement** holder and **You** cancel this **Agreement** within thirty (30) days of the original **Agreement** Purchase Date, **We**, shall pay a ten percent (10%) per month penalty of the refund amount outstanding which **We** shall add to the amount of the refund that is not made within forty-five (45) days of return of this **Agreement** to **Us**.

You may cancel this **Agreement** at any time in the event of total loss of property covered by this **Agreement** that is not covered by a replacement of the property pursuant to the terms of the **Agreement**. **We** or the **Dealer/Seller** will refund **You** a pro-rated amount of the **Agreement** Purchase Price less any claims paid on **Your Agreement**.

We may cancel this **Agreement** for material misrepresentation or fraud at time of sale, substantial breach of duties by the **Agreement** holder relating to **Agreement** coverage, or non-payment of **Agreement** Purchase Price. If **We** cancel this **Agreement**, **We** will provide written notice of cancellation, including the effective date of the cancellation and the actual reason for the cancellation, to the last known mailing address at least five (5) days prior to the effective date of the cancellation. If **We** cancel this **Agreement**, **We** or the **Dealer/Seller** will refund **You** one hundred percent (100%) of the **Agreement** Purchase Price, less any claims paid on **Your Agreement**. ARBITRATION does not apply in Wisconsin.

WEST VIRGINIA: The cancellation fee does not apply in West Virginia. ARBITRATION section is amended as follows: If both parties agree to arbitrate, each party will select an arbitrator. The two arbitrators will select a third arbitrator. If they cannot agree upon the selection of a third arbitrator within thirty (30) days, both parties must request that selection of a third arbitrator be made by a judge of a court having jurisdiction. Local rules of law as to procedure and evidence will apply. Payment of the arbitrator's fee shall be made by **Us** if coverage is found to exist. If coverage is not found, each party will: (a) pay its chosen arbitrator; and (b) bear the other expenses of the arbitrator equally. Section B. GENERAL PROVISIONS is amended as follows: If a covered **Claim** is not paid within fifteen (15) working days from the agreed upon settlement, **You** may file a **Claim** directly with [REDACTED].

Wyoming: The CANCELLATION section is amended to add the following: If **You** are the original **Agreement Holder** and **You** cancel this **Agreement** within sixty (60) days of the original **Agreement** Purchase Date, a ten percent (10%) penalty per month shall be added to a refund that is not made within forty-five (45) days of return of this **Agreement** to **Us**. If **We** cancel this **Agreement**, **We** will provide written notice of cancellation, including the effective date of the cancellation and the actual reason for the cancellation, to the last known mailing address at least: Ten (10) days before the effective date of cancellation if cancelled for any reason other than non-payment of the **Agreement** Purchase Price; a material misrepresentation by **You** to the provider; or a substantial breach of duties by **You** relating to the covered product or its use. ARBITRATION does not apply in Wyoming.