



AGREEMENT NUMBER

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APPLICATION PAGE:

Vehicle Service Agreement

Vehicle Information:					
Year	Vehicle Make	Vehicle Model	VIN # (Vehicle Identification Number 17 Digits)	Vehicle Class	
Mileage at Time of Sale	Vehicle Purchase Date	Vehicle Purchase Price	Agreement Purchase Date	Agreement Purchase Price	

Optional Equipment Mandatory Surcharge – Must be identified at time of purchase for coverage to apply

Dual Rear Wheels
 Oversized/Undersized Tires
 Hybrid Electric Propulsion
 Lift Kit

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 Plan <input type="checkbox"/> SILVER <input type="checkbox"/> GOLD <input type="checkbox"/> PLATINUM	Deductible (If no box is selected a standard \$250 Deductible applies) <input type="checkbox"/> \$50 <input type="checkbox"/> \$100 <input type="checkbox"/> \$250 <input type="checkbox"/> Reducing \$250 to \$100 <input type="checkbox"/> Reducing \$100 to \$0
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Optional Coverages (must be selected at time of sale)

Immediate Rental
 Ride Sharing Use
 Oil Change Benefit
 Business Use *(New Vehicle Terms only. Maximum Mileage at time of Sale 50,000)*

AGREEMENT TERM

_____ Months _____ Miles PLEASE BE ADVISED: IF YOU PURCHASE THIS AGREEMENT MORE THAN TEN (10) FROM THE VEHICLE PURCHASE DATE, THIS COVERAGE WILL BE SUBJECT TO A 30-DAY AND ONE THOUSAND (1,000) MILE WAITING PERIOD BEFORE THIS COVERAGE IS ACTIVE.	<input type="checkbox"/> New Vehicle Term <input type="checkbox"/> Second Owner New Vehicle Term Vehicle Original In Service date for Wrap Term: <input type="checkbox"/> Wrap New Vehicle Term <input type="checkbox"/> Manufacturer Certified New Vehicle Wrap Term (Certification required)
	<input type="checkbox"/> Used Vehicle Term with Extended Manufacturer's Powertrain Warranty <input type="checkbox"/> Used Vehicle Term

Acceptance of Terms, Conditions and Coverage

This Agreement is between You and the Obligor and describes the Coverage Level for the Agreement Term indicated above. You (the undersigned) hereby apply for a Vehicle Service Agreement ("Agreement") providing mechanical repair service covering the vehicle 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 Administrator's receipt of the Agreement. You acknowledge Your understanding of, and Agreement to, the **DISPUTE RESOLUTION/ARBITRATION AGREEMENT AND CLASS ACTION WAIVER** in this Agreement. Refer to the **DISPUTE RESOLUTION/ARBITRATION AGREEMENT AND CLASS ACTION WAIVER** section for opt-out instructions. 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. You acknowledge Your understanding of the limited applicability of the federal Magnuson Moss Warranty Act as set out in this Agreement.

Customer Signature _____ Purchase Date _____ Dealer / Seller Representative – Signature _____

AUTHORIZATION IS REQUIRED FROM THE ADMINISTRATOR PRIOR TO ANY AND ALL REPAIRS OR REPLACEMENT OF COVERED COMPONENTS. TO FILE A CLAIM, CALL: TOLL FREE 844-241-5518

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

I.
DEFINITIONS

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

Administrator: LOTSOLUTIONS, INC. [10751 Deerwood Park Blvd., Ste. 200, Jacksonville, FL 32256 (844) 241- 5518] who is the **Administrator** to this **Agreement** except in the state of Florida. In the state of Florida, the **Administrator** is Lyndon Southern Insurance Company [10751 Deerwood Park Blvd., Ste. 200, Jacksonville, FL 32256, Tel: (800) 888-2738], Florida License No. 03698.

Agreement: This Vehicle Service Agreement providing mechanical repair service which is an Agreement between You and Us.

Breakdown: A covered part that fails to perform as intended due to an internal mechanical or electrical defect, or fails to perform within manufacturer's specifications due to wear and tear. A reduction in operating performance from wear and tear is not covered unless the amount of wear and tear exceed manufacturer's specifications.

Business Use: Use of Your vehicle in a business, or for law enforcement, snow removal, emergency services, farming, or ranching.

Coverage Plan: The type of coverage You selected on the Application Page.

Covered part(s): The parts specifically listed for coverage under the plan You selected.

Dealer/Seller: The retail Seller of this **Agreement** to You by the **Dealer/Seller** listed in the **Dealer/Seller** Information section on the Application Page for the covered Vehicle Model listed on the Application Page.

Deductible: The amount You must pay toward covered repairs per repair visit as indicated on the Application Page of this Agreement. If no amount is selected, then Your Deductible is two hundred-fifty dollars (\$250). The reducing Deductible means Your Deductible reduces to the amount selected if You return to Your selling Dealer for repairs. The Deductible does not apply to Your additional benefits listed in Section V. The Deductible also does not apply to the eligible Breakdown of a covered part that has been previously repaired or replaced under this Agreement.

In-Service Date: The date on which the vehicle was first purchased by the original owner.

Limits of Liability: Our total liabilities for all benefits paid under this Agreement shall not exceed the purchase price of the vehicle paid by the original purchaser of this Agreement. Our liability for any single repair shall not exceed the trade-in value of the vehicle at the time of repair as determined by the most recent most recent National Auto Dealers Association value for a vehicle in average condition, adjusted for mileage.

Manufacturer Certified New Vehicle Wrap Term: The months or mileage that Your Agreement is in force as indicated on the Application Page of Your Agreement. The term begins on the original In-service date. The term expires after the number of months indicated, or after Your odometer registers the total number of miles indicated, whichever comes first. A copy of the manufacturer's certification is required.

New Vehicle Term: The months or mileage that Your Agreement is in force as indicated on the Application Page of Your Agreement. The term begins on the date You purchased Your Agreement. The term expires after the number of months indicated or after Your odometer registers the total number of miles indicated, whichever comes first.

Obligor, We, Us, Our: Auto Knight Motor Club, Inc. 10751 Deerwood Park Blvd., Ste. 200, Jacksonville, FL 32256 (844) 241-5518 who is the **Obligor** to this **Agreement** except in the state of Florida and Oklahoma (CA License No. 0F82046). In the states of Florida (License No. 03698) and Oklahoma (License No. 44200929, the **Obligor** is Lyndon Southern Insurance Company 10751 Deerwood Park Blvd., Ste. 200, Jacksonville, FL 32256, Tel: (800) 888-2738.

Ride Sharing Use – Use of Your Vehicle for purposes of peer-to-peer ride sharing, food delivery, or on demand commercial transportation such as Uber or Lyft.

Second Owner New Vehicle Term: The months or mileage that Your Agreement is in force as indicated on the Application Page of Your Agreement. The term begins on the date You purchased Your Agreement. The term expires after the number of months indicated, or after Your odometer registers the total number of miles indicated, whichever comes first.

Used Vehicle Term: The months or mileage that Your Agreement is in force as indicated on the Application Page of Your Agreement. The term begins on the date You purchased Your Agreement. The term expires after the number of months indicated, or after You have driven the mileage indicated in the term section on the Application Page, whichever comes first.

Used Vehicle Term with Extended Manufacturer's Powertrain Warranty: The used vehicle term for a vehicle with a manufacturer's extended powertrain warranty.

Waiting Period: All Agreements purchased more than ten (10) days after the vehicle purchase date contain a waiting period of thirty (30) days and one thousand (1000) miles after the Agreement purchase date before coverage for repairs begin. For **New Vehicle Term**, **Second Owner New Vehicle Terms** and **Wrap New Vehicle Term**, the expiration date is determined by adding thirty (30) days to the end of the term measured in time, and the expiration mileage is the total odometer mileage for the term selected. For **Used Vehicle Term**, the expiration date is determined by adding thirty (30) days to the end of the term measured in time and by adding one thousand (1000) miles to the end of the term measured in miles. If the Agreement is purchased more than ten (10) days after the vehicle is purchased, the vehicle must be made available to the issuing Dealer or a licensed third-party inspection facility for an inspection prior to issuance of the Agreement. Breakdowns incurred during the waiting period are not covered.

Wrap New Vehicle Term: The months or mileage that Your Agreement is in force as indicated on the Application Page of Your Agreement. The term begins on the original in-service date. The term expires after the number of months indicated, or after Your odometer registers the total number of miles indicated, whichever comes first.

You, Your: The purchaser identified under the Purchaser Information section of the Application page.

II. REPAIR COVERAGE

We will cover the reasonable cost of pre-authorized repairs to covered parts resulting from a Breakdown up to the limits of liability for the coverage plan selected, less Your Deductible. This Agreement is subject to the other provisions of this Agreement. **We may repair Your vehicle using new, remanufactured, like kind and quality, or used parts at Our discretion.** Reasonable costs for parts are not to exceed the manufacturer's suggested retail price. Reasonable labor costs will be determined by using the repair facilities posted hourly labor rate multiplied by the time allowed for the repair in a nationally recognized labor guide approved by Our Administrator. The posted hourly labor rate must be reasonable for the region.

III. YOUR RESPONSIBILITIES

1. **Maintain Your vehicle according to manufacturer's specifications, and keep verifiable receipts showing the services performed, if you perform Your own services, you must keep records of the odometer reading at the time of service and receipts for the parts and fluids used.**
2. **OBTAIN PRIOR APPROVAL FOR REPAIRS, have the repair facility contact our office before starting repairs, authorize teardown and diagnostic charges, and allow Our Administrator to inspect Your vehicle.**
3. **Do not neglect, abuse or intentionally harm Your vehicle.**
4. **Do not continue to operate Your vehicle if it will cause additional damage.**
5. **Do not use the vehicle for Business Use unless You have selected the optional Business Use coverage on the Application Page and the surcharge has been paid.**
6. **Do not use lift kits or oversized/undersized tires unless the Lift Kit or Oversized/Undersized Tires option has been checked on the Application Page and the surcharge has been paid.**
7. **Do not use Your vehicle for towing unless it is equipped with a factory tow package, and You do not exceed the tow limits.**
8. **IF YOU DO NOT MEET THESE OBLIGATIONS, THEN YOUR BREAKDOWN WILL NOT BE COVERED.**

IV. COVERAGE PLANS

Subject to the items and exclusions listed in the EXCLUSION - WHAT THIS AGREEMENT DOES NOT COVER Section of this Agreement, We will cover those systems specifically listed for the coverage plan You chose on the Application Page of this Agreement. **BELTS AND HOSES ARE EXCLUDED FROM SILVER, GOLD, AND PLATINUM USED COVERAGES, EXCEPT FOR TIMING BELT(S).**

1. **IF You SELECTED SILVER COVERAGE - COVERED COMPONENTS INCLUDE:**
 - A. **ENGINE:** All parts inside or directly attached to the engine.
 - B. **TRANSMISSION SYSTEM:** All parts inside or directly attached to the transmission.
 - C. **DRIVE AXLE SYSTEM:** All parts inside or directly attached to the transfer case, differential, or axle housings.
 - D. **OVERSIZED/UNDERSIZED TIRES** (Available only if the Oversized/Undersized Tires option has been checked on the Application Page and the surcharge has been paid): Oversized/Undersized Tires are covered, provided that the total diameter of the tire and wheel do not differ from the original manufacturer's specifications by more than ten percent (10%), and provided that the manufacturer's warranty is not voided.
 - E. **HYBRID ELECTRIC PROPULSION SYSTEM** (Available only if the Hybrid Electric Propulsion option has been checked on the Application Page and the surcharge has been paid): The hybrid battery pack, and any auxiliary or back up batteries are excluded.
 - F. **LIFT KIT** (Available only if the Lift Kit option has been checked on the Application Page and the surcharge has been paid): Lift kits are covered provided that the vehicle has a maximum six-inch (6") lift or maximum three inch (3") drop from the original manufacturer's specifications, and further provided that the manufacturer's warranty is not voided.
2. **IF You SELECTED GOLD COVERAGE - COVERED COMPONENTS INCLUDE COMPLETE SILVER COVERAGE IN ADDITION TO:**
 - A. **BRAKE SYSTEM:** Normal wear, maintenance, and friction items are excluded such as brake pads, drums, rotors, and shoes.
 - B. **FRONT SUSPENSION SYSTEM**
 - C. **STEERING SYSTEM**
 - D. **CHARGING SYSTEM**
 - E. **STARTING SYSTEM**
 - F. **IGNITION SYSTEM**
 - G. **AIR CONDITIONING SYSTEM**
 - H. **FUEL SYSTEM**
 - I. **ANTI-LOCK BRAKE SYSTEM**
 - J. **COOLING SYSTEM**
3. **IF You SELECTED PLATINUM COVERAGE -**

Any Breakdown of Your vehicle less the Deductible, except for items and exclusions listed in the Exclusions section of this Agreement. Belts and hoses are included in Platinum New Coverage.

V. ADDITIONAL BENEFITS

1. **Towing:** Up to one hundred-fifty-dollar (\$150) reimbursement per covered Breakdown. Any amount in excess of one hundred-fifty dollars (\$150) is Your responsibility. Towing must be from a licensed commercial towing service or garage, and verifiable towing receipts required.
2. **Car rental reimbursement:** If Your vehicle is required to be in a repair facility overnight for covered repairs, then We will reimburse You for car rental costs incurred up to twenty (20) days at thirty-five dollars (\$35) per day while Your vehicle is being repaired. Car rental must be from a licensed rental agency, auto Dealer, or repair facility. Verifiable receipts and **PRIOR AUTHORIZATION REQUIRED.**
3. **Trip Interruption reimbursement:** Up to five (5) days at one hundred and twenty-five dollars (\$125) per day for commercial lodging and meals if Your vehicle breaks down one hundred (100) miles or more from home, and Your vehicle is kept overnight by the repair facility. Verifiable receipts required.
4. **Deductible reimbursement:** If a Breakdown is covered by another warranty or guarantee, and You are charged for the repair, We will reimburse You up to
5. one hundred dollars (\$100) of that Deductible, provided that the Breakdown is of the type that would qualify for coverage under this Agreement.

VI. OPTIONAL COVERAGES

1. **Immediate Rental** (Available **only if You have selected the optional coverage on the Application Page and paid the surcharge**): The requirement for an overnight stay for rental car reimbursement is waived. All other terms, conditions and limitations of the rental car reimbursement coverage remain in effect. No Deductible applies to this option.
2. **Business Use** (available on new vehicle terms only and **only if You have selected the optional coverage on the Application Page and paid the surcharge**): Vehicles with fifty thousand (50,000) miles or less that meet the following criteria are covered - passenger cars, trucks, and vans (up to 1-ton cargo capacity) used for route sales, route service, inspections, examinations, maintenance, repair, gardening and lawn care, and carrying personal tools to a job site. Any other use is not eligible for Business Use coverage, including but not limited to the following: rental, taxi, limousine or shuttle, ride sharing, delivery, towing or road repair operations, security services, snow plowing, cable or line installation or removal, police or other law enforcement services, emergency services, hauling for hire, construction, job site activities, farming or ranching.
3. **Oil Change** (Available **only if You have selected the optional coverage on the Application Page and paid the surcharge**): Coverage is provided for up to four (4) oil changes when done at the selling Dealer within twenty-four (24) months of the Agreement purchase date, provided the Agreement is in force at the time of the oil change. No Deductible applies to this option. Synthetic motor oil and vehicles with diesel engines are excluded. Coverage is limited to five (5) quarts of motor oil.
4. **Ride Sharing Use** (Available **only if You have selected the optional coverage on the Application Page and paid the surcharge**): Coverage for Your Vehicle if You use Your Vehicle for purposes of peer-to-peer ride sharing, food delivery, or on demand commercial transportation such as Uber or Lyft.

VII. CLAIM PROCEDURES

1. **IT IS YOUR RESPONSIBILITY TO CALL OUR ADMINISTRATOR OR HAVE THE REPAIR FACILITY CALL OUR ADMINISTRATOR FOR PRIOR AUTHORIZATION BEFORE ANY REPAIRS ARE DONE AND OBTAIN A CLAIM AUTHORIZATION NUMBER. IF YOU DON'T, YOUR CLAIM WILL BE DENIED.**
2. **Take your vehicle back to the Dealer that sold the vehicle to You if at all possible. Otherwise, take it to any approved licensed repair facility and provide the facility with Your Agreement.**
3. **If required by Our Administrator, authorize the repair facility to tear down Your vehicle so that the repair facility can advise Our Administrator of the cause of the Breakdown, and so that Our Administrator can inspect the vehicle to determine whether the Breakdown is covered. Our**

Administrator has the right to inspect Your vehicle before determining coverage. IF THERE IS NO COVERAGE, YOU ARE RESPONSIBLE FOR THE DIAGNOSTIC AND TEARDOWN CHARGES.

4. Our Administrator will provide the repair facility with an authorization number and the amount authorized for covered claims. After the repair is complete, pay Your deductible and any non-covered costs to the repair facility. Sign the repair order with the authorization number on it, warranting that the repair has been performed, so that the shop can be paid. If You are seeking reimbursement for the repair, send the repair invoice signed by You to Our Administrator, along with proof of payment, and any other information that Our Administrator may require, within thirty (30) days of the completion of the repair.
5. Emergency Repairs. Should an emergency occur which requires a Breakdown repair at a time when the Administrator's office is closed, You must call the Administrator's office on the first available business day after the date of repair to determine if such repair will be covered by this Agreement. If covered, You will be reimbursed for the repair at the manufacturer's suggested retail prices for Covered Parts. Labor cost will be reimbursed using a nationally recognized labor time guide.

VIII. FUTURE AGREEMENT GUARANTEE

You may purchase another of Our Agreements with a term of twelve (12) months or longer prior to the expiration of this Agreement provided that You pay the then current purchase price and meet all of the following requirements:

1. Your vehicle has not been used for business unless You have selected the optional Business Use Option on the Application Page and the surcharge has been paid, You have verifiable receipts showing that the required maintenance for Your vehicle has been performed, and Your vehicle qualifies for coverage under underwriting guidelines in effect at the time of purchase of the new Agreement.
2. You purchase the new Agreement at least thirty (30) days and one thousand (1,000) miles prior to the expiration of this Agreement.
3. You make Your vehicle available for inspection by Our Administrator prior to purchase of the new Agreement, and it passes the inspection.

IX. 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 FOR THE FOLLOWING:

1. Repairs that have not received prior approval or have not been authorized by Our Administrator.
2. Breakdowns resulting from external forces, such as acts of nature, accidents, collision, road hazards, freezing, water, water contamination, vandalism, computer or software viruses or malware, hacking of or unauthorized tampering with vehicle computers, systems or other components, failure of non-covered parts, change in technology and the like.
3. Any equipment not installed by the manufacturer; modifications or alterations to the vehicle, including frame, suspension, transmission, engine or exhaust modifications or alterations, and any resulting damage from the modifications or alterations; custom parts; add-on parts; trailer hitches; and fifth wheel assembly.
4. Incidental or consequential damages, such as loss of use of Your vehicle, storage charges, lost time or profits, or liability for breach of implied warranties, including breach of implied warranties of merchantability or fitness for a particular purpose.
5. Breakdowns outside the U.S. or Canada.
6. Breakdowns covered by a manufacturer's or repairer's warranty, guarantee, or recall, even if benefits are not collectible under that other warranty, guarantee, or recall.
7. **Breakdowns resulting from conditions whether known or unknown to You that existed, or may reasonably assumed to have existed, before You purchased Your vehicle (pre-existing conditions).**
8. Scheduled maintenance; shop supplies; adjustment and normal wear items such as the following: belts and hoses; brake drums and rotors; exhaust system; lighting; spark plugs; ignition wires; tires; wheel balancing; wiper blades; manual and hydraulic clutch assembly (including but not limited to manual clutch pedal, clutch disc, pilot bearing, pressure plate, and throw out bearing); friction materials; interior parts; paint; cellular phone; secondary or backup batteries; battery packs for all hybrid and electric vehicles (unless the Hybrid Electric Propulsion option has been checked on the Application Page and the surcharge has been paid); any tune up item; distributor cap and rotor; carburetor; wheels; wheel covers; shock absorbers; water leaks; noises (including rattles, squeaks, and wind noises); electronic equipment including but not limited to sound reproduction components (except for factory installed radio); navigation equipment and entertainment systems; and CV boots.
9. Filters, lubricants, coolants, and refrigerants, unless replacement is required in connection with a Breakdown.
10. The following items: TVs, body, and trim items; active, passive or supplemental restraint systems, except for sensors and deactivation switch; glass; convertible top; on-board communications systems (i.e., OnStar); perimeter warning systems; infrared vision systems; and driver information display module.
11. Vehicles with diesel engines or with dual rear wheels unless the Dual Rear Wheels option has been checked on the Application Page and the surcharge paid.
12. Vehicles classified by the manufacturer in excess of one (1) ton, or one (1) ton vehicles that are not eligible for coverage, or one (1) ton vehicles if You have not selected the Business Use optional coverage on the Application Page and the surcharge has not been paid.
13. Vehicles used for Ride Sharing Use unless the Ride Share Use coverage has been selected on the Application Page and the surcharge has been paid.
14. Vehicles which are branded as salvage, junk, rebuilt, totaled, flood damaged, or true mileage unknown.
15. Claims on vehicles manufactured or purchased for sale outside of the United States if the manufacturer's warranty is voided or not in effect due to the sale of the vehicle in the United States, and as a result, the manufacturer's warranty does not cover the breakdown at the time of the claim. This exclusion does not apply if the manufacturer's warranty (if it were in effect) would have expired by its terms at the time of the claim.
16. Vehicles designed to use alternative fuels including, but not limited to, liquefied petroleum gas (LPG), compressed natural gas (CNG), and methanol.
17. If the odometer is not working or has been tampered with while owned by You so that the vehicle's actual mileage cannot be determined.
18. Any liability for property damage, injury, or death resulting from your operation of the vehicle.
19. Breakdowns caused by carbon or sludge buildup; lubricant blockage; failure to maintain proper levels of lubricants or coolants; contamination of fluids, fuels, lubricants or coolants; rust or corrosion; overheating; foreign materials; pre-ignition; detonation; pinging; or electrolysis.
20. Breakdowns due to improper repairs.
21. Breakdowns if the vehicle is a total loss or has been repossessed.
22. Step vans, high cube vans, box body vehicles; vehicles equipped with a flat bed, dump bed, commercial towing equipment, lifting equipment, hoisting equipment, or snowplow equipment.

23. Repair or replacement of components needed to improve operating performance, including but not limited to, valve and ring repairs designed to improve engine compression or reduce oil consumption or automatic transmission slipping due to worn friction plates or discs when no other failure has occurred.
24. Repair or replacement of components which fail due to normal wear and tear if the vehicle's odometer exceeded one hundred-fifty thousand (150,000) miles at Agreement purchase date.
25. Seals and gaskets, including head gaskets, except as required in connection with the replacement of parts listed in Section IV. – **COVERAGE PLANS.** (This exclusion does not apply to Platinum Coverage).
26. Any Component whose only purpose is for illumination, such as but not limited to: sealed beams, high intensity discharge (H.I.D or Xenon) headlamp bulbs, H.I.D, headlamp assemblies or H.I.D, headlamp ballasts, High intensity light emitting diode (H.I.LED) headlamp assemblies, H.I.L.E.D Replacement Units, H.I.L.E.D cooling systems, L.E.D (Light emitting diode) assemblies of any kind, light bulbs, and lenses.

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 snowplow or tire modification.
5. Any vehicle with a lift kit modification unless the lift is up to six inches (6"); the lift components are warrantied for a minimum of three (3) years by the lift manufacturer; unless the Lift Kit option has been selected on the Application Page and the 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

X. 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 one hundred percent (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-dollar (\$50) cancellation fee. At any time, **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** one hundred percent (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.

XI. 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 (\$100) 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.**

XII. 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. 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 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, 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 **Dealer/Seller**. If **You** properly and timely opt out, then all Claims will be resolved in court rather than arbitration.

XIII. INSURANCE STATEMENT

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

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

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

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

If 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 submit your claim directly to the applicable insurer at the above address for consideration. To do so, please call the following number for instructions: [(800) 888-2738].

XIV. GENERAL PROVISIONS

LIMITED APPLICABILITY OF THE FEDERAL MAGNUSON MOSS WARRANTY ACT:

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

LIMITATION OF LIABILITY:

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

PRIVACY 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.

XV. STATE DISCLOSURES

This Agreement is amended to comply with the following state requirements for the Dealer/Seller's state:

ALABAMA: 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. If You cancel this Agreement after thirty (30) days, a twenty-five-dollar (\$25) cancellation fee is applicable. The lienholder, if any, will be named on a cancellation refund check as their interest may appear. In the event We cancel the Agreement, We will mail a written notice to You at Your last known address at least five (5) days prior to cancellation with the effective date for the cancellation and the reason for cancellation. We are not required to mail You written notice if the reason for cancellation is non-payment of the Provider fee or a material misrepresentation by You to Us relating to the covered vehicle or its use.

ALASKA: The CANCELLATION section is deleted in its entirety and replaced with the following: You 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. You 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 seven-point five percent (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. We may only cancel this Agreement for the following reasons: (1) Your non-payment 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 non-payment or a material misrepresentation.

The DISPUTE RESOLUTION/ARBITRATION AGREEMENT AND CLASS ACTION WAIVER section is deleted in its entirety and replaced with the following: If You and the Administrator/Obligor fail to agree on the amount of a covered first party loss, either may make written demand upon the other to submit the dispute for appraisal. Within ten (10) days of the written demand, each party must notify the other of the appraiser each has selected. The two appraisers will promptly choose a competent and impartial umpire. Not later than fifteen (15) days after the umpire has been chosen, unless the time period is extended by the umpire, each appraiser will separately state, in writing, the amount of the loss. If the appraisers submit a written report of agreement on the amount of the loss, the agreed amount will be binding. If the appraisers fail to agree, the appraisers will promptly submit their differences to the umpire. A decision agreed to by one of the appraisers and the umpire will be binding. All expenses and fees, not including counsel or adjuster fees, incurred because of the appraisal shall be paid, as determined by the umpire. Except as specifically provided, nothing in this section is intended to or shall in any manner limit or restrict Your rights or the rights of the Administrator/Obligor.

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

INSURANCE STATEMENT is amended as follows: In the event the Obligor fails to provide a covered service within thirty (30) days after You notify 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].

The time limit claims reporting requirement for all coverage and their corresponding exclusions, are not applicable; thereby all references to such requirements are deleted in their entirety. 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.

ARIZONA: Nothing in this section prevents, limits, or waives Your rights to file a complaint against Us, Auto Knight Motor Club, Inc., or seek remedy available there to, with the Arizona Department of Insurance and Financial Institutions. CANCELLATION section is amended as follows: If You cancel this Agreement, the cancellation fee may not exceed ten (10%) percent of the amount paid by You or fifty dollars (\$50), whichever is less. 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 workman like manner, (2) A Mechanical Breakdown that existed prior to the Agreement Purchase Date, (3) prior use or unlawful acts relating to the covered Vehicle, (4) Our misrepresentation, and (5) ineligibility of the Vehicle for coverage. EXCLUSIONS section is amended as follows: 1. (8) Pre-Existing Condition(s) are not excluded, if such conditions were known or should have been known by Us or Dealer/Seller selling the Agreement on Our behalf.

The DISPUTE RESOLUTION/ARBITRATION AGREEMENT AND CLASS ACTION WAIVER is amended to include: Arbitration cannot be an absolute dispute remedy and both parties must agree to arbitration. This arbitration provision does not prohibit an Arizona resident from following the process to resolve complaints under the provisions of A.R.S. §20-1095.09, Unfair trade Practices as outlined by the Arizona Department of Insurance and Financial Institutions. To learn more about this process, You may contact the Arizona Department of Insurance and Financial Institutions at 100 N. 15th Ave., Suite 261, Phoenix, AZ 85007-2630, Attn: Consumer Protection. You may directly file any complaint with the A.D.I.F.I. against a Service Company issuing an approved Service Contract under the provisions of A.R.S. §§ 20-1095.04 and/or 20- 1095.09 by contacting the Consumer Protection Division of the A.D.I.F.I. at 800-325-2548.

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

CALIFORNIA: The CANCELLATION section 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. 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 Application Page and that notice will be postmarked prior to the

sixty-first (61st) 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 Application 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.

Performance to you under this Agreement is guaranteed by a California approved insurance company. You may file a claim with this insurance company if any promise made in the Agreement has been denied or has not been honored within sixty (60) days after your request. The name and address of the insurance company is: Atlantic Specialty Insurance Company, [605 North Highway 169, Ste. 800, Plymouth, MN 55441]. If you are not satisfied with the insurance company's response, you may contact the California Department of Insurance at 1-800-927-4357 or access the department's Internet Web site (www.insurance.ca.gov).

COLORADO: In the event the Obligor fails to pay an authorized claim within sixty (60) days after proof of loss has been filed, You may file a direct claim with the insurance company listed in INSURANCE STATEMENT of this Agreement. Policy Number 49 DEALERLP .

CONNECTICUT: 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 or Administrator containing a copy of Your Agreement. You may cancel this Agreement if the Vehicle is returned, sold, lost, stolen, or destroyed. 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: The CANCELLATION section is deleted in its entirety and replaced with the following: You may cancel this Agreement by submitting a written request to the Administrator or Seller containing a copy of Your Agreement. During the first 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. 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 the 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.

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.

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

GEORGIA: The CANCELLATION is deleted in its entirety and replaced with the following: 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 or fifty dollars (\$50), whichever is less. 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 or fifty dollars (\$50), whichever is less. 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. The funding party or lienholder may only cancel for non-payment in the event of a total loss or repossessing of the Vehicle.

EXCLUSION section, Item 3. is amended as follows: For a Breakdown caused by or involving modifications made by You or with Your knowledge. Damage that results from You or someone with Your knowledge altering or modifying the Vehicle from the original manufacturer's specification, including but not limited to modifications to the: frame, suspension or body lift kits, wheels/tires (not to OEM specifications), emission systems, exhaust system, engine, transmission and differential, regardless of when and where the modifications were made. EXCLUSION section, Item 7. is amended as follows: Pre-existing Condition(s) known to You. Any Vehicle, at the time of claim, which is determined to have a Breakdown that is due to a condition known to You which indicates the Vehicle was not in good working order at the time this Agreement was purchased on the Vehicle.

INELIGIBLE VEHICLES section, Item 4. is amended as follows: Any vehicle equipped with a snowplow or lift kit/tire modification made by You or with Your knowledge.

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

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

IDAHO: Coverage afforded under this Agreement is not guaranteed by the Idaho Insurance Guarantee Association. The CANCELLATION section is amended as follows: Claims paid will not be deducted from Your cancellation refund amount.

ILLINOIS: The CANCELLATION section is amended as follows: If You cancel this Agreement, 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 EXCLUSIONS - WHAT THIS AGREEMENT DOES NOT COVER.

INDIANA: Your proof of payment to the Dealer/Seller for this Agreement shall be considered proof of payment to Lyndon Southern Insurance Company, 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.

INSURANCE STATEMENT: is amended as follows: Obligations of the Obligor under this Agreement are guaranteed under a reimbursement insurance policy. If the Obligor fails to pay or provide service on a claim including any claim for the refund 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 referenced in INSURANCE STATEMENT of this Agreement.

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

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

LOUISIANA: The CANCELLATION section is amended as follows: If You cancel within thirty (30) days, 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. 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 non-payment 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.

MAINE: The CANCELLATION section is deleted in its entirety and replaced with the following: You may cancel this Agreement within thirty (30) days of the Agreement Purchase Date and receive a full refund of the total Agreement Purchase Price plus any applicable sales tax less any claims paid. You 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 ten percent (10%) of the Agreement Purchase Price, whichever is less. The Term of this Agreement for cancellation purposes will be based on the date of purchase of the Vehicle and the Vehicle mileage on such date. Refunds issued hereunder shall be issued less the value of any services received by the Agreement Holder (including claims paid). If You cancel this Agreement within thirty (30) days, 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. We shall mail a written notice to You at Your last known address contained in Our records 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 one hundred percent (100%) of the unearned pro-rata Agreement Purchase Price, less any claims paid. 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.

INSURANCE STATEMENT is amended as follows: If We fail to pay or provide service on a claim, including any claim for the return of the unearned portion of the Agreement Purchase Price, within sixty (60) days after proof of loss has been filed, You are entitled to make a claim directly against the insurance company listed in INSURANCE STATEMENT of this Agreement.

MARYLAND: The CANCELLATION section is amended as follows: If You cancel this Agreement within thirty (30) days, 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.

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

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

This Agreement will be extended automatically if the Obligor fails to perform the services under the Agreement. Likewise, this Agreement does not terminate until the services are provided in accordance with the terms of the Agreement. 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 INSURANCE STATEMENT of this Agreement.

MASSACHUSETTS: 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, 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/Dealer listed on the Application Page.

MINNESOTA: The CANCELLATION section is amended as follows: If You cancel this Agreement within thirty (30) days, 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: The CANCELLATION 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. If You cancel this Agreement within thirty (30) days, 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 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 You 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: The CANCELLATION section is amended as follows: If You cancel within the first thirty (30) days, a ten percent (10%) penalty per month shall be added to a refund that is not made within forty-five (45) days of return of this Agreement to Us. The applicable free-look time period on this Agreement shall only apply to the original Agreement Holder. If You cancel the Agreement, written notice of such cancellation will be delivered to You by registered mail within forty-five (45) days of the date of termination.

MONTANA: The CANCELLATION section is amended as follows: 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 non-payment, material misrepresentation, or substantial breach by You 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 CANCELLATION 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. 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 the 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.

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

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 Department of Insurance, 21 Fruit Street, Suite 14, Concord, New Hampshire 03301, (603) 271-2261.

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

NEW JERSEY: The CANCELLATION section 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. 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 A substantial breach of duties by You relating to the Vehicle or its use.

NEW MEXICO: The CANCELLATION section 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 one hundred percent (100%) of the unearned pro-rata Agreement Purchase Price will be provided, less a cancellation fee of fifty dollars (\$50) or ten percent (10%) of the Agreement Purchase Price, whichever is less, and less any claims paid. The right to void this Agreement is not transferable and applies to only the original Agreement Holder. 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 or 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: The 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. If We cancel, a notice of cancellation will be sent to You, which will include the effective date and reason for cancellation.

NORTH CAROLINA: The CANCELLATION section is amended as follows: a fifty dollar (\$50) 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 the Agreement Purchase Price or for a direct violation of the Agreement by You.

OHIO: The CANCELLATION section is amended as follows: In the event You cancel the Agreement, and no refund is received, You may contact the insurance company indicated in INSURANCE STATEMENT of this Agreement for Your refund. This Agreement is not an insurance policy and is not subject to the insurance laws of this state.

OKLAHOMA: The CANCELLATION section 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 ten percent (10%) of the unearned pro-rata premium or fifty dollars (\$50), 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 for material misrepresentation or fraud at time of sale or for non-payment of the Agreement Purchase Price. If We cancel this Agreement, We or the Seller will refund You one hundred percent (100%) of the Agreement Purchase Price, less the cost of service provided under this Agreement. If Your Agreement is financed, the lienholder has the right to receive any portion of the cancellation refund amounts. If Your Vehicle is repossessed, stolen, or declared a total loss, You authorize the lienholder to cancel this Agreement.

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

Coverage afforded under this Agreement is not guaranteed by the Oklahoma Insurance Guaranty Association.

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

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

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

SOUTH CAROLINA: The CANCELLATION section is amended as follows: If You cancel this Agreement within the first thirty (30) days, a ten percent (10%) penalty per month shall be added to a refund that is not made within forty-five (45) days of return of this Agreement to Us. 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. A notice will not be provided if cancellation is for non-payment, material misrepresentation, or a substantial breach of duties by You relating to the Vehicle or its use.

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: The CANCELLATION section is amended as follows: If You cancel this Agreement before the thirty-first (31) day of the Agreement Purchase Date, You will receive a full refund of the total Agreement Purchase Price. If a claim has been incurred before the thirty-first (31) day, You shall receive a full refund of the Agreement Purchase Price less claims paid. If You cancel this Agreement after the thirty-first (31) day, You will receive a pro-rata refund of the total Agreement Purchase Price, based on the days in force compared to the total Agreement Term, less claims paid and the applicable cancellation fee in the amount of fifty dollars (\$50). The Term of this Agreement for cancellation purposes will be based on the Vehicle Purchase Date. 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 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 We cancel this Agreement, no cancellation fee will apply.

If a covered claim is not paid or a refund is 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 INSURANCE STATEMENT 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 #665.

UTAH: The CANCELLATION section is amended as follows: This Agreement may only be canceled by Us on grounds of: (1) Material misrepresentation; (2) Substantial change in risk; or (3) Substantial breaches of contractual duties, conditions, or warranties. In general, if We cancel this Agreement, We will mail to You written notice of cancellation at least thirty (30) days before the cancellation date. However, if We cancel this Agreement within the first sixty (60) days after the Agreement Purchase Date or if We cancel this Agreement because You have defaulted in Your obligation to repay the amount financed by the lienholder, We will mail to You written notice of cancellation at least ten (10) days before the cancellation date.

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

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: The CANCELLATION section is amended as follows: We may only cancel this Agreement for fraud or material misrepresentation affecting the Agreement or the presentation of a claim there under, non-payment of the Agreement Purchase Price, or violation of any of the terms or conditions of the Agreement. If We cancel this Agreement for non-payment, We will provide a written notice within fifteen (15) days of the cancellation date. If We cancel this Agreement for any other reason, We will provide a written notice with the reason for cancellation by certified mail within forty-five (45) days' notice of the cancellation date.

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

WASHINGTON: The CANCELLATION 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. 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. 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 cancel this Agreement and a refund is owed, the refund will be paid or credited within thirty (30) days from the effective date of the cancellation.

Our performance under this Agreement is insured by an insurance policy issued to Us by the insurance company listed in INSURANCE STATEMENT (Policy No. AKMC-WA). If You cancel this Agreement, You may apply for a refund with the insurance company. 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 We or the service contract seller also sold the covered Vehicle.

Initials	By initialing this box, You acknowledge that You have reviewed with the Seller all product coverage subsections of this Agreement which discloses Coverages, Exclusions, General Provisions, Cancellation, Your Responsibilities, Limit of Liability, Transfer provisions, and the Implied Warranty and Cancellation sections of the WA State Disclosure. Pre-existing conditions and consequential damages are not covered under this Agreement.
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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.

WEST VIRGINIA: 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: The CANCELLATION section. is amended as follows: If You cancel this Agreement after thirty (30) days, the cancellation fee may not exceed the lesser of fifty dollars (\$50) or ten percent (10%) of the amount paid by You. If you cancel this Agreement within thirty (30) days, 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 or the Administrator. We may only cancel this Agreement for non-payment of the Agreement Purchase Price, material misrepresentation by You to Us 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 one hundred percent (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 INSURANCE STATEMENT 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: The CANCELLATION section 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. We shall mail a written notice to You at Your last known address in Our records at least ten (10) days prior to cancellation by Us. Prior notice is not required if the reason for cancellation is non-payment of the Agreement Purchase Price, a material misrepresentation by You to Us, or a substantial breach of duties by You relating to the vehicle or its use. The notice shall state the effective date of the cancellation and the reason for cancellation.