

Administrative Office:
 10751 Deerwood Park
 Blvd, Ste. 200,
 Jacksonville, FL 32256



Agreement Number

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Schedule Page:

Tire & Wheel Protection

Vehicle Information:							
Year	Make	Model	VIN # (Vehicle Identification Number 17 Digits)	<input type="checkbox"/> New	<input type="checkbox"/> Pre-Owned		
Vehicle Purchase Date	Vehicle Purchase Price	Mileage at Time of Sale	Select Equipment Mandatory Surcharge				
			<input type="checkbox"/> Chrome / Chrome Clad wheels				
Agreement Holder 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:							
Agreement Purchase Price \$			Agreement Purchase Date:		Term (Indicated in Months)		
Optional Coverage Surcharges: <input type="checkbox"/> COSMETIC ALLOY WHEEL REPAIR <i>(Only available for Vehicles equipped with Alloy Wheels)</i>							

Acceptance of Terms, Conditions and Coverage

YOU ARE NOT REQUIRED TO ENTER INTO THIS AGREEMENT IN ORDER TO PURCHASE, LEASE OR OBTAIN FINANCING FOR A VEHICLE. You should read this Agreement carefully. It contains the entire Agreement between You and Us. It takes precedence over any other written or oral statements made to You with respect to this Agreement. This is a service Agreement, not a warranty. Review "Special State Disclosures and Requirements" for any rights, privileges and conditions that govern this Agreement in Your state. Any modification(s), alteration(s) or change(s) to the preprinted terms and conditions is/are invalid and of no force or effect. If the Vehicle is ineligible for coverage, the Administrator will notify You within thirty (30) days of the Administrator's receipt of the Agreement. **You acknowledge Your understanding of and agree to the Dispute Resolution/Arbitration Agreement and Class Action Waiver section in this Agreement.** Refer to the Dispute Resolution/Arbitration Agreement and Class Action Waiver section for opt-out instructions. This Agreement is based on information You provided in this Schedule. **You acknowledge Your understanding of the Limited Applicability of the Federal Magnuson Moss Warranty Act as set out in this Agreement. You acknowledge any Misrepresentation may result in the denial of a claim. Your acceptance of this coverage under this Agreement is voluntary.**

Customer Signature _____

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 contract. This is not an automobile physical damage insurance contract.

I. DEFINITIONS

Administrator: LotSolutions, Inc., 10751 Deerwood Park Blvd., Suite 200, Jacksonville, FL 32256, 844-241-5518, except in the state of Florida. In the state of Florida, Lyndon Southern Insurance Company, 10751 Deerwood Park Blvd., Ste. 200, Jacksonville, Florida 32256, (Florida License No. 03698) is providing administration.

Agreement: This **Agreement** is a contract between **You** and **Us**.

Agreement Term – means the number of Months (selected in the Schedule Page) the **Agreement** is in force provided the appropriate fee is paid and received by **Us**.

Chrome: Chromium plate as a decorative or protective finish applied to wheels of a covered Vehicle. Vehicles equipped with chrome or chrome clad wheels must select the chrome surcharge and the appropriate surcharge is paid and received by **Us** to be eligible for wheel benefits under this **Agreement**.

Commercial Use: Includes use of **Your Vehicle** for a business in any manner including, without limitation, taxi, police car or other emergency vehicle, hauling, construction (other than driving to and from work), pick-up and delivery service, daily rentals, carry passengers for hire, snowplowing and company pool use or business travel when the **Vehicle** is used by more than one driver.

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

Curb: A stone or concrete edging to a street.

Dealer/Seller: The retail seller of this **Agreement** to **You** for the **Covered Vehicle** described on the **Schedule Page** under **Dealer/Seller** Information.

Deductible: This **Agreement** has a \$0 deductible.

Obligor, Provider ("We", "Us", "Our"): Auto Knight Motor Club, Inc. 10751 Deerwood Park Blvd, Ste. 200, Jacksonville, FL 32256 (844) 241- 5518 (CA License No. 0F82046; TX License No.: 665), who is the Obligor to this **Agreement** except in the states of Florida and Oklahoma. In the states of Florida and Oklahoma, the Obligor is Lyndon Southern Insurance Company 10751 Deerwood Park Blvd., Ste. 200, Jacksonville, FL 32256, Tel: (800) 888-2738, (Florida License No. 03698 and Oklahoma License No. 44200929).

Pre-Existing Conditions: A condition that occurred before **Your** purchase of this **Agreement** that would have been obvious and apparent if the **Vehicle** had been inspected at the time of purchase.

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

Repairs or Services: Refers to those types of services as described in this **Agreement** under Section II. – Coverage.

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

Unserviceable: Unserviceable means that the tire(s) has been punctured or otherwise damaged to the extent that it is unsafe, or that the wheel would no longer hold a seal with its tire.

Vehicle or Covered Vehicle: The **Vehicle** described on the **Schedule Page** under **Vehicle** Information.

Warranty: Any **Warranty** issued by the manufacturer or any other warranty.

You, Your or Agreement Holder: The **Purchaser** of this **Agreement** identified on the **Schedule Page** under **Agreement Holder** Information.

II. COVERAGE

Coverage - During the **Agreement Term** **We** will cover the necessary **Cost** to pay a repair facility, or at **Our** option, reimburse **You** the **Cost** to remedy any breakdown of the parts listed below. **We DO NOT** cover any part, component or service not specifically covered by this **Agreement**. **At the Administrator's option, replacement parts used in covered repairs may include new, remanufactured, used, or non-original equipment manufactured parts. All parts will conform to manufacturer's specifications.**

1. **TIRE PROTECTION - We** agree to pay the reasonable costs as recognized by national retail pricing standards **You** incur to repair a tire. **We** agree to replace a tire, only if a tire covered by this **Agreement** becomes unrepairable due to damage caused by a **Road Hazard** and/or a **Curb** impact. Replacement will be made with a tire of like kind and quality-based cost to the original tire. This coverage is valid through the tread life of a tire (3/32" or less is excluded).
2. **WHEEL(RIM) PROTECTION – We** agree to pay the reasonable costs for the repair or replacement of wheels rendered **Unserviceable** due to a covered **Road Hazard** and/or **Curb** under this **Agreement**. **We** reserve the right to have damaged wheels repaired at **Our** cost by a service provider of **Our** choosing. **We** further reserve right to replace the damaged wheel at **Our** cost with a remanufactured wheel of like kind and quality to wheel that was damaged by the covered **Road Hazard** or **Curb**. **We** will cover wheel replacement only in the event that the damaged wheel cannot be repaired.
3. **CHROME (mandatory surcharge as it applies. Must be selected at time of sale for coverage to apply and the appropriate surcharge is paid and received by Us) – If Your Vehicle** is equipped with chrome or chrome clad wheels, this surcharge must be selected on the Schedule Page. No wheel repair and/or replacement benefit will be covered under this **Agreement** for vehicles with chrome and/or chrome clad wheels unless this surcharge has been selected and the appropriate surcharge is paid and received by **Us**).
4. **COSMETIC ALLOY WHEEL REFINISHING (Optional coverage, surcharge applies):** If **You** select this surcharge on the Schedule page and the appropriate surcharge is paid and received by **Us**, **We** agree to repair or recondition to the fullest extent possible any Alloy wheel damaged by impact with a **Road Hazard** and/or **Curb** which does not render a wheel **Unserviceable**. This includes minor curb rash or flaking paint and other damage that does not cause the wheel to lose its seal with its tire. **Cosmetic wheel repair and/or replacement is not an available option for non-Alloy wheels.**
5. **MOUNTING AND BALANCING – We** agree to pay the fair market price that **You** incur for mounting, balancing, valve stems, and tire disposal for any tire replaced under this **Agreement**. However, shop supplies, Tire Pressure Monitoring System (TPMS) components and unspecified charges are specifically excluded.
6. **TAXES - We** agree to pay the cost of local and state taxes as directed by state agencies, for any components replaced under this **Agreement**.

Only the components listed above are covered by this Vehicle Service Agreement

Claims Procedures:

Filing a Claim –

You are responsible for all expenses and repair costs if it is determined that the failure reported is not covered under this Agreement. If Your Vehicle incurs failure, it is Your responsibility to ensure that You and the Approved Repair Facility follow the procedures listed below.

If Your Vehicle incurs a failure, You must take the following steps to file a claim:

1. **Contact the Administrator's claim center before any repair or replacement have begun by calling 844-241-5518. The claim center will initiate a claim and issue You a claim number.**
2. **Take Your Vehicle to any licensed Repair Facility. If You are within [twenty-five (25)] miles of the Dealer/Seller, We recommend that You return to the Dealer/Seller for repairs. If You need assistance in locating a Repair Facility, contact the Administrator at 844-241-5518.**
3. **Provide Repair Facility with a copy of Your Agreement and/or Your Agreement Number and/or Your claim number.**

4. **Repair Authorization** – Prior to any repair or replacement being made, the Repair Facility must contact the Administrator with the estimate of repairs containing both parts and labor, and to obtain an authorization for the claim. The Administrator's Claim Department can be contacted Monday through Friday, 8:00 a.m. to 6:00 p.m. EST at 844-241-5518. No repairs are to be made on Your Vehicle until Your claim has been authorized by the Administrator. Any claim for repairs without prior authorization will not be covered. If You require services outside of Our regular business hours, You may take one of the following steps: (1) Wait until regular business hours and then follow the normal claim procedures, (2) authorize and pay for any diagnostic time needed to determine whether You have a covered failure. If You reasonably determine that You have a covered failure and You choose to have Your Vehicle repaired outside of regular business hours, You are responsible for paying for the Repair. You must then call the Administrator during the next available business hours so the Administrator can determine whether there was a covered failure. If the Administrator determines that there was a covered failure under this Agreement, then We will pay You in accordance with the terms and conditions of this Agreement.
5. **Authorize the Repair Facility to perform necessary diagnostic work so that the Repair Facility can provide accurate diagnosis and estimate of repairs. Costs for any diagnostic work is Your responsibility.**
6. **Allow the Administrator to inspect Your Vehicle prior to any repair or replacement being made.**
7. **After investigating Your Vehicle's failure, in case of a discrepancy in findings, the Administrator reserves the right to have repairs performed at a location other than the one You have selected.**
8. **Payment of Claims** - To obtain payment for a covered repair You, or the Repair Facility must submit a legible copy or original repair order to the Administrator. Repair orders must be legible and understandable, and contain the following information: Repair Facility name, address, and phone number, Your name, address and phone number, repair diagnosis, parts and labor costs, claim number, Vehicle identification number, Vehicle mileage, year, make and model. Claim number issued by the Administrator must appear on all receipts submitted for reimbursement. No invoices will be processed without a valid claim number. The claim number is valid for 180 days from the date it is issued. Once authorization is obtained, and the repair is completed, all repair orders and documentation must be submitted to the Administrator within 180 days to be eligible for payment.

YOUR RESPONSIBILITY FOR SERVICE AND MAINTENANCE

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

III. TERMS AND CONDITIONS

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

1. This **Agreement** is between the **Agreement Holder** of the **Agreement** (**You**) and the **Administrator/Obligor** and applies only to the **Vehicle** identified in the Schedule Page under the Vehicle Information section. In no event shall the **Administrator** be liable for any direct, indirect, punitive, special, incidental, consequential damages or any damages arising out of or connected with the repairs performed under this **Agreement**.
2. **Agreement Period** - The **Agreement** Term begins on the **Agreement** Purchase Date (effective date) and expires on the passing of the number of months selected.
3. **If You have Other Coverage:** If **You** have any other coverage, **We** will pay only the amount in excess of that coverage, subject to the limits of this **Agreement**.
4. **Limit of Liability** - This **Agreement** is for the sole benefit of **You** (the **Agreement Holder** named on the **Schedule** Page) and applies only to the **Vehicle**. In no event shall the **Administrator** be liable for any direct, indirect, punitive, special, incidental, consequential damages or any damages arising out of or connected with the **Repairs** performed under this **Agreement**. The total of all benefits paid or payable under this **Agreement** shall not exceed the purchase price of the **Vehicle**. The total aggregate repair or replacement for wheel (rim) protection will not exceed \$7,500 including cosmetic repairs. In no event will **Our** liability for an individual repair visit exceed the average retail value of the **Vehicle** as stated in the current online National Automobile Dealer Association (NADA) pricing guide immediately prior to the breakdown.
5. **Odometer** – **Your** odometer must function and display at all times. A non-working odometer, odometer display or cluster containing the odometer, or odometer that has been stopped, altered, or misrepresents the actual mileage voids the **Agreement** without cancellation. No refund will be paid.
6. **You** are responsible for properly maintaining the **Vehicle** in accordance with the manufacturer's specifications and to protect against further damage from continued operation.
7. **Coverage** is limited to the repair or replacement of stated components.
8. **Failure** of a covered component must occur while the **Agreement** is in force.
9. **Administrator** will make arrangements for payment in the amount of the authorized amount less related charges not covered by the **Agreement**.
10. **You** must provide your **Agreement** number when contacting the **Administrator**.
11. **Administrator** does not allow any third party to create any obligation or liability in connection with this **Agreement**.
12. The **Dealer/Seller** is not an agent of the **Administrator**.
13. **Notice to Consumers:** The terms of this **Agreement** control the **Agreement** between **You** and **Us**. No change or modification to the written terms is valid. Misrepresentation will result in rejection or cancellation of this **Agreement**. If a provision of this **Agreement** is or becomes illegal, invalid, or unenforceable in any jurisdiction, that shall not affect the validity or enforceability in that jurisdiction of any other provision of this **Agreement**.
14. **Subrogation:** If **You** receive benefits under this **Agreement** and **You** have a right to recover from another party including, without limitation, any manufacturer, insurance company or service agreement provider who may be responsible to **You** for **Costs, Repairs or Services** under this **Agreement**, **Your** rights to recover automatically become **Our** rights to recover. If **We** ask, **You** agree to cooperate with **Us** in any matter concerning this **Agreement** or, to enforce **Our** rights.
15. **You** are covered during the **Agreement Term**. This **Agreement** applies only to repairs occurring within the continental United States of America, Alaska, Hawaii, or Canada.

IV. EXCLUSIONS – WHAT THIS AGREEMENT DOES NOT COVER

This **Agreement** excludes the following parts and services:

1. **General Exclusions:** This **Agreement** DOES NOT COVER OR PAY FOR ANY (1) consequential loss or damage whatsoever, including loss, damage or injury to person or property resulting from the failure of any parts of Your Vehicle, the replacement of which are covered under the terms and conditions of this Agreement; (2) You rent Your Vehicle to someone else; (3) Your Vehicle is used for Commercial Use; (4) Your Vehicle is used for snow plowing, competition or speed events; (5) For fraudulent representations to obtain this Agreement or when presenting a request for Repair under this Agreement; (6) Any damage that occurs outside the United States, Alaska, Hawaii or Canada; (7) Pre-Existing Condition(s); (8) Any repair, replacement or services performed without the Administrator's prior authorization unless outside of regular

business hours; (9) And for costs covered by any Warranty, insurance policy or any other guarantee, regardless of whether they honor such a warranty or guarantee.

2. **Tire Protection Exclusions:** The following items are not covered (1) Any damage resulting from off-road use, racing, collision, accident, chain damage, misuse, abuse, lack of proper maintenance, suspension problems, use on a construction site or on roads not regularly maintained, vandalism or malicious mischief, theft, fire, or any loss covered by primary physical damage insurance; (2) Damage caused by driving on tires that are improperly inflated; (3) Tires with tread depth of 3/32" or less at the lowest point on the tire at time of claim; (4) Any damage to tires transferred from another Vehicle subsequent to the Agreement Purchase Date; (5) Any damage to tires that are mounted on vehicles other than private passenger cars and light duty trucks and vans (under 13,500 GVWR); (6) Any damage that is covered by any other Agreement, including warranties issued by the manufacturer. Any damage that is the result of a manufacturer defect; (7) Replacement wherein the manufacturer, by public announcement of a recall, established its responsibility to replace tires (8) Any loss where You or any person on Your behalf falsely swears or commits any fraudulent act with respect to any claim; (9) Any tire repair and/or replacement that is not preauthorized by Us. Any loss that is not reported to Us within sixty (60) days from the date the damage occurs; (10) and any damage caused by the continued operation of Your Vehicle following an initial covered failure.
3. **Wheel (Rim) Protection Exclusions:** The following items are not covered (1) Any damage resulting from off-road use, racing, collision, accident, chain damage, misuse, abuse, lack of proper maintenance, suspension problems, use on a construction site or on roads not regularly maintained, vandalism or malicious mischief, theft, fire, or any loss covered by primary physical damage insurance; (2) Damage caused by driving on tires that are improperly inflated; (3) Any damage to wheels transferred from another Vehicle subsequent to the Agreement Purchase Date; (4) Any damage to wheels that are mounted on vehicles other than private passenger cars and light duty trucks and vans (under 13,500 GVWR); (5) Any damage that is covered by any other Agreement, including warranties issued by the manufacturer. Any damage that is the result of a manufacturer defect; (6) Replacement wherein the manufacturer, by public announcement of a recall, established its responsibility to replace wheels; (7) Any loss where You or any person on Your behalf falsely swears or commits any fraudulent act with respect to any claim; (8) Any wheel repair or replacement that is not preauthorized by Us. Any loss that is not reported to Us within sixty (60) days from the date the damage occurs; (9) Wheels which were mounted on the Vehicle subsequent to the Agreement Purchase date; (10) Any wheel which maintains a seal with its tire unless the applicable cosmetic wheel repair/replacement option has been elected; and (11) Any damage caused by the continued operation of Your Vehicle following an initial covered failure.
4. **Cosmetic Alloy Wheel Repair Exclusions:** The following are not covered - non-Alloy wheels, wheel covers or damage to wheels that become dented or bent from contact as a result of frame, body, or suspension damage. Only the wheels on the Vehicle at the time of original Vehicle purchase are covered.

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.
- 5) 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

V. CANCELLATION OF THIS AGREEMENT

You may cancel this Agreement by submitting a written request to the Dealer/Seller including a copy of Your Agreement. During the first thirty (30) days from the Agreement Purchase Date, We or the Dealer/Seller will refund You 100% of the Agreement Purchase Price, less any claims paid on Your Agreement. After the first thirty (30) days from the Agreement Purchase Date, We or the Dealer/Seller will refund You a pro rata refund of the Agreement Purchase Price, based on the term remaining of the Agreement, less any claims paid, and less a fifty dollars (\$50) cancellation fee. After thirty (30) days, We may cancel this Agreement for material misrepresentation or fraud at time of sale. If We cancel this Agreement, We or the Dealer/Seller will refund You 100% of the Agreement Purchase Price, less any claims paid on Your Agreement. If Your Agreement is financed, the Lienholder has the right to receive any portion of the cancellation refund amounts. If Your Vehicle is repossessed, stolen or declared a total loss, You authorize the Lienholder to cancel this Agreement. The Lienholder, if any, will be named on a cancellation refund check as their interest may appear.

VI. 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.

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 this section of this **Agreement**), **You, We**, and the **Administrator/Obligor** (the "Parties") are agreeing to submit 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 contract, 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.

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.

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 **Covered 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 **Covered Vehicle**. **You** further agree and acknowledge that **We**, the **Administrator/Obligor** under this **Agreement**, are not the supplier of the **Covered 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: THIS AGREEMENT SETS OUT THE FULL EXTENT OF OUR RESPONSIBILITIES. NEITHER THE OBLIGOR NOR THE PROGRAM ADMINISTRATOR SHALL BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, EXPENSES ARISING OUT OF THIRD PARTY CLAIMS, LOSS OF USE OF THE VEHICLE, INCONVENIENCE, OR ANY OTHER LOSS), WHETHER OR NOT CAUSED BY OR RESULTING FROM BREACH OF CONTRACT, NEGLIGENCE, OR OTHER WRONGFUL ACT OR OMISSION, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NEITHER THE OBLIGOR NOR THE PROGRAM ADMINISTRATOR AUTHORIZE ANY PERSON, ENTITY OR DEALER TO CREATE FOR THEM ANY OTHER OBLIGATION OR LIABILITY IN CONNECTION WITH THIS PRODUCT.

VII. INSURANCE STATEMENT

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

In Georgia, **Our** obligations under this **Agreement** are insured under an insurance policy issued by the Insurance Company of the South, 10751 Deerwood Park Blvd., Ste. 200, Jacksonville, FL 32256, Tel: (800) 888-2738.

In California, **Our** obligations under this **Agreement** are insured under an insurance policy issued by Response Indemnity Company of California 10751 Deerwood Park Blvd., Ste. 200, Jacksonville, FL 32256, Tel: (800) 888-2738.

In New York and Wisconsin, **Our** obligations under this **Agreement** are 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.

VIII. 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**. The lienholder, if any, will be named on a cancellation refund check as their interest may appear. 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 any claims paid, and less a twenty-five-dollar (\$ 25) cancellation fee. 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 nonpayment of the Provider fee or a material misrepresentation by **You** to the Provider relating to the covered property or its use. If **We** cancel, refunds will be calculated according to the Pro-Rata method and no administration fee will be charged.

ALASKA: CANCELLATION section is amended as follows: **We** will retain a cancellation fee of seven and one-half percent (7.5%) of the unearned pro rata **Agreement Purchase Price**, not to exceed twenty-five dollars (\$25); to be based on the days in force, as related to **Your Agreement's** Term. The cancellation fee is only applicable if **You** cancel the **Agreement** after (30) days from the **Agreement Purchase Date**. If this **Agreement** is cancelled, **We** shall refund or credit to **You** the prorated amount of the unearned **Agreement Purchase Price**, less any claims paid, within forty-five (45) days after the return of this **Agreement** to **Us**. A ten percent (10%) penalty per month shall be added to a refund that is not paid or credited to **You** within forty-five (45) days after return of the **Agreement** to the provider, regardless of who initiated the cancellation. If **We** cancel the **Agreement**, written notice of such cancellation will be mailed to **You** at least five (5) days before cancellation by **Us**. The notice shall state the effective date of the cancellation and the reason for cancellation. Prior notice is not required if the reason for cancellation is nonpayment of the provider fee or fraud or a material misrepresentation by **You** in obtaining this **Agreement** or by **You** in pursuing a claim under the **Agreement**. 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. **SCHEDULE PAGE**, Acceptance of Terms, Conditions and Coverage section, all references to the Dispute Resolution/Arbitration Agreement and Class Action Waiver is deleted in its entirety. 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 Contract 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. **INSURANCE STATEMENT** section is amended as follows: If the **Obligor** fails to provide service or pay an authorized claim within thirty (30) days after **You** provide proof of loss covered by this **Agreement**, or if the **Obligor** becomes insolvent or

ceases to conduct business during the term of this **Agreement**, You may submit Your claim directly to the applicable insurer at the above address for consideration. **CLAIMS PROCEDURES** is amended as follows: 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. III. **TERMS AND CONDITIONS** Item 5 is amended as follows: Odometer – Your odometer must function and display at all times. A non-working odometer, odometer display or cluster containing the odometer, or odometer that has been stopped, altered or misrepresents the actual mileage cancels this **Agreement** and We will refund You a pro rata refund of the **Agreement Purchase Price**, based on greater of the days in force or the miles driven compared to the total **Agreement Term**. VI. **TRANSFER OF THIS AGREEMENT** is amended as follows: A check for fifty-dollar (\$50) transfer fee.

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

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: A twenty-five-dollar (\$25) cancellation fee or 10% of the purchase price, whichever is less. You may cancel this **Agreement** by submitting a written request to the **Dealer/Seller** containing a copy of Your **Agreement** and the current mileage on Your Vehicle. During the first thirty (30) days from the **Agreement Purchase Date**, We or the **Dealer/ Seller** will refund You one hundred percent (100%) of the **Agreement Purchase Price** with no deductions for any claims or pending claims. After the first thirty (30) days from the **Agreement Purchase Date**, We or the **Dealer/Seller** will refund You a pro-rated amount of the **Agreement Purchase Price**, based on the months remaining, less a twenty-five-dollar (\$25) cancellation fee or no more than 10% of the gross amount paid by You for this **Agreement**. 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: 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.

California: Auto Knight Motor Club, Inc. 10751 Deerwood Park Blvd, Ste. 200, Jacksonville, FL 32256 (844) 241- 5518 (CA License No. 0F82046. **CANCELLATION** section is amended as follows: You may cancel this **Agreement** by submitting a written request to the **Dealer/Seller** containing a copy of Your **Agreement**. If You request a cancellation during the first thirty (30) days from the **Agreement Purchase Date**, We will refund You one hundred percent (100%) of the **Agreement Purchase Price**, less any claims paid on Your **Agreement**. After the first thirty (30) days from the **Agreement Purchase Date**, We will refund You a pro-rated amount of the **Agreement Purchase Price**, based on the term remaining of the **Agreement**, less a cancellation fee of either ten percent (10%) of the **Agreement Purchase Price** or twenty-five dollars (\$25), whichever is less. We may cancel this **Agreement** during the first sixty (60) days of the **Agreement Purchase Date** for any reason. After sixty (60) days, We may cancel this **Agreement** due to Your material misrepresentation or fraud at time of sale, or Your failure to pay the **Agreement Purchase Price**. If We cancel this **Agreement**, We or the **Dealer/Seller** will refund You one hundred percent (100%) of the **Agreement Purchase Price**, less any claims paid by Us. No cancellation fee will apply in the event We cancel this **Agreement**. Any refund will be sent to the covered vehicle's lienholder unless the lien is satisfied. Performance to you under this contract is guaranteed by a California approved insurance company. You may file a claim with this insurance company if any promise made in the contract has been denied or has not been honored within 60 days after your request. The name and address of the insurance company is: Response Indemnity Company of California, 10751 Deerwood Park Blvd., Ste. 200, Jacksonville, FL 32256. 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). **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 class action waiver is deleted in its entirety. The fees and costs are amended to comply with California Code of Civil Procedure, Section 1284.3.

Colorado: Obligations of the provider under this service contract are guaranteed under a service contract reimbursement insurance policy: **AKMC-NATIONAL**. If the provider fails to pay or provide service on a claim within sixty (60) days after proof of loss has been filed, the service contract holder is entitled to make a claim directly against the insurance company.

Connecticut: Unresolved complaints may be addressed to the State of Connecticut, Insurance Department, P.O. Box 816, Hartford, CT 06142-0816, Attention: Consumer Affairs. The complaint shall contain a short and plain description of the nature of the dispute, including a description of any attempts made to resolve the dispute and the results of such attempts. You shall state the purchase price of the item subject to the **Agreement**, the cost of repair of the item and shall include a copy of this **Agreement**. If the term of this **Agreement** is less than one year, the coverage is automatically extended if the product is being repaired when the **Agreement** expires. **CANCELLATION** section is amended as follows: You may cancel this **Agreement** at any time for any reason by submitting a written request to the **Dealer/Seller** containing a copy of Your **Agreement**. You may cancel this **Agreement** if the covered Vehicle is returned, sold, lost, stolen, or destroyed.

Florida: The rate charged for this **Agreement** is not subject to regulation by the Florida Office of Insurance Regulation. **CANCELLATION** section is amended as follows: You may cancel this **Agreement** by submitting a written request to the Dealer/Seller containing a copy of Your **Agreement**. During the first sixty (60) days from the **Agreement Purchase Date**, We or the **Dealer/Seller** will refund You 100% of the **Agreement Purchase Price**, less any claims paid on Your **Agreement**. After the first sixty (60) days from the **Agreement Purchase Date**, We or the **Dealer/Seller** will refund You a pro-rated amount of the **Agreement Purchase Price**, based on the greater days in force or miles driven on the term selected and the date coverage begins, less a fifty-dollar (\$50) dollar cancellation fee or five (5) percent of the gross premium paid by You, whichever is less. We may cancel this **Agreement** during the first sixty (60) days of the **Agreement Purchase Date** for any reason. After sixty days, We may cancel this **Agreement** for material misrepresentation or fraud at time of sale or for non-payment of **Agreement Purchase Price**, if the Vehicle is determined to be ineligible for coverage, if You have failed to maintain the Vehicle as prescribed by the manufacturer and if the odometer has been tampered with or disabled and You have failed to repair the odometer. If We cancel this **Agreement**, We or the **Dealer/Seller** will refund You 100% of the **Agreement Purchase Price**, less any claims paid on Your **Agreement**. If We cancel this **Agreement** for non-payment by You, We shall provide You notice of cancellation by certified mail. A forty-dollar (\$40) transfer fee is applicable. **DISPUTE RESOLUTION/ARBITRATION AGREEMENT AND CLASS ACTION WAIVER** section is amended to add the following: Arbitration proceedings shall be conducted in the county in which the consumer resides.

GEORGIA: **DISPUTE RESOLUTION/ARBITRATION AGREEMENT AND CLASS ACTION WAIVER** does not apply in Georgia. **CANCELLATION** section is deleted in its entirety and replaced with the following: We may not cancel this **Agreement** except for material misrepresentation or fraud at time of sale or non-payment of **Agreement Purchase Price**. If We cancel this **Agreement**, We or the **Dealer/Seller** will refund You one hundred percent (100%) of the **Agreement Purchase Price**. Written notice of cancellation will be mailed to You at least thirty (30) days prior to the cancellation of this **Agreement** for non-payment of the **Agreement Purchase Price**. At least thirty (30) days written notice of cancellation will be mailed to You for all other reasons. Cancellation fee is not applicable. You may cancel this **Agreement** at any time. If You cancel this **Agreement** within the first thirty (30) days and no claims have been filed, We will refund the entire **Agreement Purchase Price**. If this **Agreement** is cancelled after the first thirty (30) days or a claim has been filed, We will refund the amount of the **Agreement**

Purchase Price according to the pro-rata method reflecting the greater of the days in force or the miles driven. An administrative fee of ten percent (10%) of the pro-rata refund amount will be applied if the **Agreement** is cancelled by **You**. If you cancel this agreement within 30 days of the agreement purchase date and have not filed a claim, a 10% penalty per month shall be added to a refund that is not paid or credited within 45 days after our receipt of the cancellation request.

If **Your Agreement** is financed, the lender has the right to receive any portion of the cancellation refund amounts. If **Your Vehicle** is repossessed, stolen or declared a total loss, **You** authorize the lender to cancel this **Agreement**. The lienholder, if any, will be named on a cancellation refund check as their interest may appear. **IV. TERMS AND CONDITIONS 5.** Is deleted in its entirety and replaced with the following: **Your odometer must function and display at all times. A non-working display or cluster containing the odometer, or odometer that, while owned by You, has been stopped, altered, or misrepresents the actual mileage will result in denial of coverage under this Agreement. EXCLUSION section is amended as follows: Pre-existing Condition(s) known to You. INELIGIBLE VEHICLES section is amended as follows: Any vehicle equipped with a snowplow or lift kit/tire modification made by You or with Your knowledge.**

III. CLAIM PROCEDURES section, item 5. Is amended to read as follows: Costs for any diagnostic work is your responsibility if the repair is not covered by this Agreement.

IDAHO: Coverage afforded under this **Agreement** is not guaranteed by the Idaho Insurance Guarantee Association. Obligations of the provider under this service **Agreement** are guaranteed under a service contract reimbursement insurance policy. If the provider fails to pay or provide service on a claim within sixty (60) days after proof of loss has been filed, the service **Agreement Holder** is entitled to make a claim directly against the insurance company.

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

INDIANA: **Your** proof of payment to the **Dealer/Seller** for this **Agreement** shall be considered proof of payment to 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.

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

IOWA: 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) 281-5705. CANCELLATION section is amended as follows: A ten percent (10%) penalty per month shall be added to a refund that is not made within thirty (30) days of return of this **Agreement to Us**. If **We** cancel the **Agreement**, written notice of such cancellation will be mailed to **You** within fifteen (15) days of the date of cancellation. Obligations of the provider under this service **Agreement** are guaranteed under a service contract reimbursement insurance policy. If the provider fails to pay or provide service on a claim within sixty (60) days after proof of loss has been filed, the service **Agreement Holder** is entitled to make a claim directly against the insurance company.

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

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

MAINE: If the provider fails to pay or provide service on a claim, including any claim for the return of the unearned portion of the provider fee, within 60 days after proof of loss has been filed, the **Agreement Holder** is entitled to make a claim directly against the insurance company.

MARYLAND: CANCELLATION section is amended as follows: If **You** are the original **Agreement Holder** and **You** cancel this **Agreement** within thirty (30) days of the original **Agreement Purchase Date**, and if no claims have been paid, a full refund will be issued. After the first thirty (30) days, **You** will receive a pro-rated refund based upon terms or mileage, whichever is greater. The refund will be based on the unearned amount paid for this **Agreement**, less any approved claim amounts. The cancellation fee does not apply in Maryland. A ten percent (10%) penalty per month shall be added to a refund that is not made within forty-five (45) days of return of this **Agreement to Us**.

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

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

A service contract is extended automatically when the provider fails to perform the services under the **Agreement**. The **Agreement** does not terminate until the services are provided in accordance with the terms of the **Agreement**. In the event the **Obligor** fails to pay any authorized claim or make any refund or consideration due within sixty (60) days after proof of loss has been filed, **You** may file a direct claim with the insurance company indicated in the Insurance Statement section of this Agreement.

CLAIMS PROCEDURES Item 5 is amended as follows: The cost of the teardown and diagnosing the malfunction or defect will be covered for covered repairs only.

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

Minnesota: CANCELLATION section is amended to add the following: If **You** are the original **Agreement Holder** and **You** cancel this **Agreement** within thirty 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. If **We** cancel the **Agreement**, written notice of such cancellation will be mailed to **You** within fifteen (15) days of the date of cancellation and will state the effective date and the reason for cancellation; five (5) days written notice will be mailed to **You** for non-payment of premium, material misrepresentation or substantial breach of duties by **You**.

MISSISSIPPI

CANCELLATION section is amended as follows: If **We** cancel the **Agreement**, **We** shall refund **You** one hundred percent (100%) of the **Agreement Purchase Price**, less the amount of any claims paid. Written notice of such cancellation will be mailed to **You** not less than thirty (30) days prior to the effective date of such cancellation and will state the reason for cancellation; ten (10) days written notice will be mailed to **You** for non-payment of premium. Cancellation by the **Us** shall only occur in instances of 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 product or its use. A ten percent (10%) penalty per month shall be added to a refund that is not paid or credited to **You** within forty-five (45) days after return of the **Agreement** to the provider, regardless of who initiated the cancellation. If the **Agreement** is cancelled after thirty (30) days, or if a claim has been made against this **Agreement**, the cancellation fee is applicable not to exceed, ten percent (10%) of the **Agreement Purchase Price**. This **Agreement** is not supported by a manufacturer or distributor.

IMPORTANT NOTICE ABOUT YOUR COVERAGE:

- 1.) This **Agreement** includes a binding Arbitration Contract.
- 2.) The Arbitration Contract requires that any dispute related to Your coverage must be resolved by Arbitration and not in a court of law.
- 3.) The results of the Arbitration are final and binding on You and Us.
- 4.) In an Arbitration, one or more arbitrators, who are independent, neutral decision makers, render a decision after hearing the positions of the parties.
- 5.) When You become 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 Our toll-free assistance line at (844) 870- 4881.

MISSOURI: CANCELLATION section is amended as follows: If **We** cancel the **Agreement**, notice of such cancellation will be delivered to **You** by registered mail fifteen (15) days prior to cancellation. The applicable free-look time period on this **Agreement** shall only apply to the original **Agreement Holder**. 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**. Obligations of the provider under this service **Agreement** are guaranteed under a service contract reimbursement insurance policy. If the provider fails to pay or provide service on a claim within sixty (60) days after proof of loss has been filed, the service **Agreement Holder** is entitled to make a claim directly against the insurance company.

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

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

NEVADA: DISPUTE RESOLUTION/ARBITRATION AGREEMENT AND CLASS ACTION WAIVER does not apply in Nevada. CANCELLATION section is deleted in its entirety and replaced with the following: **You** may cancel this **Agreement** by submitting a written request to the **Dealer/Seller** containing a copy of **Your Agreement** and the current mileage on **Your Vehicle**. During the first thirty (30) days from the **Agreement Purchase Date**, **We** or the **Dealer/Seller** will refund **You** one hundred percent (100%) of the **Agreement Purchase Price**. After the first thirty (30) days from the **Agreement Purchase Date**, **We** will refund **You** a pro-rated amount of the **Agreement Purchase Price**, less a twenty-five dollar (\$25) cancellation fee, within forty-five (45) days after the **Agreement** has been returned to **Us**. A ten percent (10%) penalty per month shall be added to a refund that is not made within forty-five (45) days of return of this **Agreement to Us**. **We** may cancel this **Agreement** during the first thirty (30) days of the **Agreement Purchase Date** for any reason. After thirty (30) days, **We** may cancel this **Agreement** for material misrepresentation or fraud by **You** at time of sale or non-payment of **Agreement Purchase Price** by **You**. If **We** cancel this **Agreement**, **We** or the **Dealer/Seller** will refund **You** one hundred percent (100%) of the **Agreement Purchase Price**. No claims paid on **Your Agreement** will ever be deducted from any refund issued pursuant to this **Agreement** in Nevada. If **We** cancel this **Agreement**, no cancellation will become effective until at least fifteen (15) days after the notice of cancellation is mailed to **You**. If **Your Agreement** is financed, the lender has the right to receive any portion of the cancellation refund amounts. If **Your Vehicle** is repossessed, stolen or declared a total loss, **You** authorize the lender to cancel this **Agreement**. In either case, no cancellation will become effective until at least fifteen (15) days after the notice of cancellation is mailed to **You**. This **Agreement** is non-renewable. This **Agreement** will not be initially issued to any **Vehicle** whose original warranty has ever been voided by the manufacturer. However, if this **Agreement** has already been issued and the manufacturer's warranty becomes void during the term of this **Agreement**, **We** will not automatically suspend all coverage. **We** will not provide any coverage that would have otherwise been provided under the manufacturer's warranty. However, **We** will continue to provide any other coverage under this **Agreement**, unless such coverage is otherwise excluded by the terms of this **Agreement**. If **You** are not satisfied with the manner in which **We** are handling the claim on the **Agreement**, **You** may contact the Nevada Commissioner by use of the toll-free telephone number: (888) 872-3234.

VIII. TRANSFER OF THIS AGREEMENT: section amended as follows: 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 twenty-five dollars (\$25) 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.

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

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

NEW MEXICO: CANCELLATION section is amended as follows: No **Agreement** that has been in effect for at least sixty (60) days will be cancelled by **Us** before the expiration of the agreed term of one (1) year after the **Agreement Purchase Date**, whichever occurs first, except on any of the following grounds:

1. **Your** failure to pay an amount when due;
2. **You** are convicted of a crime that results in an increase in the service required under the **Agreement**;
3. Discovery of fraud or material misrepresentation by **You** in obtaining the **Agreement** or in presenting a claim for service there under;
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4. Discovery of either of the following if it occurred after the **Agreement Purchase Date** and substantially and materially increased the service required under the **Agreement**:
 - a. An act or omission by **You**; or b. **Your** violation of any condition of the **Agreement**.

The right to void this **Agreement** is not transferable and applies to only the original **Agreement Holder**. If **We** cancel the **Agreement**, notice of such cancellation will be delivered to **You** by registered mail fifteen (15) days prior to cancellation. The notice of cancellation will state the reason for cancellation and will include any reimbursement required. The cancellation will be effective as of the date of termination as stated in the notice of cancellation. A ten percent (10%) penalty per

month shall be added to a refund that is not made within thirty (30) days of return of this **Agreement to Us**. The cancellation fee does not apply in New Mexico. If **You** have any concerns regarding the handling of **Your** claim, **You** may contact the Office of Superintendent of Insurance at 855-427-5674.

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

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

Ohio: This **Agreement** is not insurance and is not subject to the insurance laws of this state.

Oklahoma: Oklahoma service warranty statutes do not apply to commercial use references in service warranty contracts. Coverage afforded under this **Agreement** is not guaranteed by the Oklahoma Insurance Guaranty Association. CANCELLATION section is amended as follows: **You** may cancel this **Agreement** by submitting a written request to the **Dealer/Seller** containing a copy of **Your Agreement**. If **You** cancel during the first thirty (30) days from the **Agreement** Purchase Date, and no claim has been authorized or paid, **We** or the **Dealer/Seller** will refund **You** 100% of the **Agreement** Purchase Price. After the first thirty (30) days from the **Agreement** Purchase Date, or if a claim was made within the first thirty (30) days, **We** or the **Dealer/Seller** shall provide a refund of ninety percent (90%) of the unearned pro-rata premium, less the cost of service provided under this **Agreement** **We** may cancel this **Agreement** for material misrepresentation or fraud at time of sale or for non-payment of the **Agreement** Purchase Price, or if the **Vehicle** is determined to be ineligible for coverage. If **We** cancel this **Agreement**, **We** or the **Dealer/Seller** will refund **You** 100% of the **Agreement** Purchase Price, less the cost of service provided under this

Agreement. **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 district court. **OREGON:** **DISPUTE RESOLUTION/ARBITRATION AGREEMENT AND CLASS ACTION WAIVER** does not apply in Oregon.

SOUTH CAROLINA: If **You** have any questions regarding this **Agreement**, or a complaint against **Us**, **You** may contact the South Carolina Department of Insurance at P.O. Box 100105, Columbia, SC 29202, (803) 737-6160, info@doi.sc.gov. CANCELLATION section is amended as follows: A ten percent (10%) penalty per month shall be added to a refund that is not made within forty-five (45) days of return of this **Agreement** to **Us**. The lienholder, if any, will be named on a cancellation refund check as their interest may appear.

Texas: If **You** have any questions regarding the regulation of this **Agreement** or a complaint against **Us**, **You** may contact the Texas Department of Licensing and Regulation at 920 Colorado, Austin, Texas 78701 or P.O. Box 12157, Austin, Texas 78711, (800) 803-9202. CANCELLATION section is amended to add the following: 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. If a covered claim is not paid within forty-five (45) days after **You** have filed proof of loss with **Us**, **You** may file a claim directly with the Lyndon Southern Insurance Company. If **We** cancel this **Agreement** for any reason other than non-payment of the **Agreement Purchase Price** or material misrepresentation by **You** to **Us**, **We** shall mail a written notice of cancellation to **You** at the last known address before the fifth day preceding the effective date of cancellation. The notice will state the effective date of cancellation and the reason for cancellation.

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

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

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

We may cancel this **Agreement** for any reason within (60) days of the **Agreement Purchase Date**. After 60 days, **We** may cancel the **Agreement** for the following:

1. Material misrepresentation;
2. Substantial change in risk; or
3. Substantial breaches of contractual duties

If the **Obligor** fails to pay any claim within sixty (60) days, or if the **Obligor** becomes insolvent or ceases to conduct business during the term of this **Agreement**, **You** may submit **Your** claim directly to the applicable insurer at the above address for consideration.

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

Washington: All references to Administrator throughout this **Agreement** are replaced with **Service** Provider. CANCELLATION section is deleted in its entirety and replaced with the following: **You** may cancel this **Agreement** by submitting a written request to the **Dealer/Seller** stating the date upon which the cancellation is effective and containing a copy of **Your Agreement**. During the first thirty (30) days from the **Agreement** Purchase Date, **We** or the **Dealer/Seller** will refund **You** 100% of the **Agreement** Purchase Price, less any claims paid on **Your Agreement**. After the first thirty (30) days from the **Agreement** Purchase Date, **We** or the **Dealer/Seller** will refund **You** a pro-rated amount of the **Agreement** Purchase Price, based on the greater days in force based on the term selected and the date coverage begins, less a twenty-five-dollar (\$25) cancellation fee. A ten percent (10%) penalty per month shall be added to a refund that is not made within thirty (30) days of return of this **Agreement** to **Us**. **We** may cancel this **Agreement** during the first thirty (30) days for the **Agreement** Purchase Date for any reason. After thirty (30) days, **We** may cancel this **Agreement** nonpayment of **Agreement** Purchase Price by the **Dealer/Seller** to **Us**, or for material misrepresentation or fraud at time of sale. If **We** cancel this **Agreement**, **We** or the **Dealer/Seller** will refund **You** 100% of the **Agreement** Purchase Price. If **We** cancel this **Agreement**, **We** shall mail written notice to **You** at **Your** last known address no less than twenty-one (21) days prior to the effective date of the cancellation. The notice shall state the effective date and the reason for cancellation. **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. **You** may file a direct claim with the Lyndon Southern Insurance Company at any time. **Our** obligations under this **Agreement** are insured under insurance policy number AKMC-WA issued by Lyndon Southern Insurance Company, 10751 Deerwood Park Blvd., Ste. 200, Jacksonville, FL 32256, Tel: (800) 888-2738. In the event **We** fail to pay an authorized claim

within sixty (60) days after proof of loss has been filed, You may file a direct claim with Lyndon Southern Insurance Company. To do so, please call the following toll-free number for instructions: (800) 888-2738.

By initializing the blanks below and signing in the space provided, I further represent and acknowledge that I have read and am familiar with the following aspects of this **Agreement**:

II. COVERAGE outlines Coverage under the **Agreement**.

III. CLAIMS PROCEDURE outlines instructions on requirements and procedures for filing a claim.

IV. TERMS AND CONDITIONS outlines Your benefits available under this **Agreement** are strictly provided to **You** for repairs to the covered components.

V. EXCLUSIONS outlines what this **Agreement** does NOT cover.

VI. CANCELLATION OF THIS AGREEMENT outlines the **Agreement** cancellation conditions.

VII. TRANSFER OF THIS AGREEMENT outlines the **Agreement** transfer procedures and conditions.

The implied warranty of merchantability on the motor vehicle is not waived if this **Agreement** has been purchased within ninety (90) days of the purchase date of the motor vehicle from a provider who also sold the motor vehicle covered by this **Agreement**.

Signature

Date

WEST VIRGINIA: The cancellation fee does not apply in West Virginia. **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. Section VIII. Insurance Statement is amended as follows: If a covered **Claim** is not paid within fifteen (15) working days from the agreed upon settlement, **You** may file a **Claim** directly with Lyndon Southern Insurance Company.

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

CANCELLATION section is deleted in its entirety and replaced with the following: **You** may cancel this **Agreement** by submitting a written request to the **Dealer/Seller** containing a copy of **Your Agreement** and the current mileage on **Your Vehicle**. During the first thirty (30) days from the **Agreement Purchase Date**, **We** or the **Dealer/Seller** will refund **You** one hundred percent (100%) of the **Agreement Purchase Price**, less any claims paid on **Your Agreement**. After the first thirty (30) days from **Agreement Purchase Date**, **We** or the **Dealer/Seller** will refund **You** a pro-rated amount of the **Agreement Purchase Price**, based on the lesser of the months or miles remaining, less a cancellation fee not to exceed the lesser of ten percent (10%) of the **Agreement Purchase Price** or fifty dollars (\$50). If **You** are the original **Agreement Holder** and **You** cancel this **Agreement** within thirty (30) days of the original **Agreement Purchase Date**, **We**, shall pay a ten percent (10%) per month penalty of the refund amount outstanding which **We** shall add to the amount of the refund that is not made within forty-five (45) days of return of this **Agreement** to **Us**. **You** may cancel this **Agreement** at any time in the event of total loss of property covered by this **Agreement** that is not covered by a replacement of the property pursuant to the terms of the **Agreement**. **We** or the **Dealer/Seller** will refund **You** a pro-rated amount of the **Agreement Purchase Price** less any claims paid on **Your Agreement**. **We** may cancel this **Agreement** for material misrepresentation or fraud at time of sale, substantial breach of duties by the **Agreement Holder** relating to **Agreement** coverage, or non-payment of **Agreement Purchase Price**. If **We** cancel this **Agreement**, **We** will provide written notice of cancellation, including the effective date of the cancellation and the actual reason for the cancellation, to the last known mailing address at least five (5) days prior to the effective date of the cancellation. If **We** cancel this **Agreement**, **We** or the **Dealer/Seller** will refund **You** one hundred percent (100%) of the **Agreement Purchase Price**, less any claims paid on **Your Agreement**.

DISPUTE RESOLUTION/ARBITRATION AGREEMENT AND CLASS ACTION WAIVER does not apply in Wisconsin.

Wyoming: The **CANCELLATION** section is amended to add the following: If **You** are the original **Agreement Holder** and **You** cancel this **Agreement** within thirty (30) days of the original **Agreement Purchase Date**, a ten percent (10%) penalty per month shall be added to a refund that is not made within forty-five (45) days of return of this **Agreement** to **Us**. If **We** cancel this **Agreement**, **We** will provide written notice of cancellation, including the effective date of the cancellation and the actual reason for the cancellation, to the last known mailing address at least: Ten (10) days before the effective date of cancellation if canceled for any reason other than non-payment of the **Agreement Purchase Price**; a material misrepresentation by **You** to the provider; or a substantial breach of duties by **You** relating to the covered product or its use.