



AGREEMENT NUMBER

APPLICATION PAGE

TruVSC+

Vehicle Information:					
Year	Make	Vehicle Model	VIN # (Vehicle Identification Number 17 Digits)	<input type="checkbox"/> New	<input type="checkbox"/> Pre-Owned
Mileage at Time of Sale		Vehicle Purchase Date	Vehicle Purchase Price	Contract Purchase Date	Contract Purchase Price \$
Purchaser Information:					
Last Name		First Name	Middle Initial	E- Mail Address	
Address			City	State	Zip
Dealer/Seller Information:					
Dealer/Seller Name				Telephone	
Address			City	State	Zip Code
Lienholder Information:					
Lienholder Name				Telephone	
Address			City	State	Zip Code
Agreement Information:					
Coverage Level (You may select (✓) only one coverage)		Add On Coverage		Mandatory Surcharge	
<input type="checkbox"/> Total <input type="checkbox"/> Select <input type="checkbox"/> Powertrain Plus <input type="checkbox"/> Powertrain		<input type="checkbox"/> UNLIMITED MILES <input type="checkbox"/> SEALS & GASKETS <input type="checkbox"/> HI-LINE MAINTENANCE <input type="checkbox"/> LIFT KIT 6" MAX <input type="checkbox"/> DAY ONE COVERAGE <input type="checkbox"/> HIGH TECH		<input type="checkbox"/> DIESEL <input type="checkbox"/> 4X4/AWD <input type="checkbox"/> TURBO/SUPERCHARGER <input type="checkbox"/> HEV <input type="checkbox"/> COMMERCIAL USE <input type="checkbox"/> SALVAGE/REBUILT	
Coverage begins on the Agreement Purchase date and expires upon the passing of the number of months or miles specified below, whichever occurs first.					
Agreement Term:		_____ Months		_____ Miles	
Deductible: \$ _____					
Acceptance of Terms, Conditions and Coverage					
<p>This Agreement is between You and the Administrator/Obligor and describes the Coverage Level for the Agreement Term selected above. You (the undersigned) hereby apply for a Vehicle Service Agreement ("Agreement") providing mechanical repair service covering the Vehicle Model listed above. Your signature below means You have read and fully understand the Agreement Term, Coverage Level, Terms and Conditions and Exclusions of this Agreement. If the Vehicle is ineligible for coverage the Administrator will notify You within thirty (30) days of Administrators receipt of the Agreement. You acknowledge Your understanding of 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 Declarations Page. You acknowledge Your understanding of the limited applicability of the Federal Magnuson Moss Warranty Act as set out in this Agreement. 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.</p>					
Customer Signature _____		Purchase Date _____		Dealer / Seller Representative – Signature _____	

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

AUTHORIZATION IS REQUIRED FROM THE ADMINISTRATOR PRIOR TO ANY AND ALL REPAIRS OR REPLACEMENT OF COVERED COMPONENTS. FOR ROADSIDE ASSISTANCE OR TO FILE A CLAIM CALL: TOLL FREE [866-217-5309]

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

I. DEFINITIONS

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

“Administrator/Obligor, We, Us, and Our” means Sidecars, Inc., [532 S. Main Street, Joplin, MO 64801] who is the Administrator/Obligor to this Agreement. In the states of Arizona, California, Maine, Nevada, New Hampshire, New Mexico, New York, Vermont, Virginia, Washington, Wisconsin, and Wyoming, the Obligor is Auto Knight Motor Club, Inc. [10151 Deerwood Park Blvd., Bldg. 100, Ste. 500, Jacksonville, FL 32256]. In the states of Louisiana and Oklahoma, the Obligor is Lyndon Southern Insurance Company [10151 Deerwood Park Blvd., Bldg. 100, Ste. 500, Jacksonville, FL 32256, Tel: (800) 888-2738, Oklahoma License No. 4200929.] In the state of Florida, Lyndon Southern Insurance Company is the **Administrator / Obligor**, Florida License No. 03698.

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

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

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

“Aggregate” means the total dollar amount of all pending and paid Claims.

“Commercial Use” means any Vehicle used for the business purpose of providing rideshare services (Uber, Lyft, etc.), farming or ranching, pushing, pulling, or hauling material of any kind, route work, job site activities, service or repair work, or has been issued commercial plates in the state in which it is titled, or is used for a commercial enterprise. Vehicles used commercially for snow removal must be equipped with factory installed or factory authorized snowplow package. Usage must not exceed manufacturer’s ratings and/or limitations. Commercial Use does not include the following which are excluded from Coverage under this Contract irrespective of whether the Commercial Use Option is selected: a Vehicle used for the purpose of rental, taxi, limousine or shuttle, towing/wrecker service; a Vehicle equipped with a dump bed, cherry picker, lifting or hoisting equipment; a police, emergency service, or a Vehicle with a municipal tag; a Vehicle used for principally off-road use, prearranged or organized racing or competitive driving.

“Coverage” means the protection You selected as shown on the front of this Agreement.

“Deductible” means the amount You must pay for covered repairs per visit. (The Deductible does not apply to any Maintenance Benefits provided).

“Hybrid Electric Vehicle (HEV)” means a type of Hybrid Vehicle that combines a conventional internal combustion engine (ICE) system with an electric propulsion system (Hybrid Vehicle drivetrain).

“Maintenance Benefits” means the dollar amount paid to a Licensed Repair Facility towards the pre-authorized Maintenance services and/or replacement parts as listed in the Section II. E “MAINTENANCE BENEFITS” or, if You selected the High-Line Maintenance Option as shown on Your completed Declarations Section, the revised dollar amount paid to a Licensed Repair Facility towards the pre-authorized Maintenance services and/or replacement parts as listed in Section II.G.3. “HIGH-LINE MAINTENANCE OPTION”.

“Mechanical Breakdown” - A **Mechanical Breakdown** under this Agreement, is defined as the inability of a covered component or assembly to perform as designed under normal operating conditions, due solely to defects in materials or faulty workmanship. This includes the gradual reduction in operating performance due to wear and tear.

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

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

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

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

“Pre-Existing Conditions” means 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 or anything determined by an independent inspection to be pre-existing or any **Mechanical Breakdown** that occurred or began to occur prior to the expiration of the 30 day and 1,000 mile waiting period start date of coverage unless first day coverage surcharge was purchased on 1 or 2 year contracts only. The Vehicle must be in working condition at time of sale.

“Seals and Gaskets” means Seals and Gaskets meant to prevent the loss of fluids. Your Level of Coverage is shown on the front of this Agreement. Please refer to Section II. “SCHEDULE OF COVERAGES” to view Your Seals and Gaskets eligibility. (Seals & Gaskets coverage will expire when the Vehicle reaches one hundred seventy-five thousand (175,000) miles as indicated on the odometer, after which Seals and Gaskets are covered only when required to be replaced in connection with a covered repair).

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

“Subsequent Damage” means the direct or immediate damage to a non-covered part occurring as a singular event or failure originating with the failure of a covered part. Subsequent Damages resulting from the Breakdown of a covered part are covered by this Agreement with exceptions including, but not limited to, continued operation or when You have failed to perform the recommended maintenance services for Your Vehicle.

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

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

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

II. SCHEDULE OF COVERAGES

Coverage is limited to the parts listed below. See Subsection G. “ADD-ON COVERAGE OPTIONS” of this Section to view any/all additional coverage options available.

A. LEVEL 1:

1. **ENGINE:** All internally lubricated parts including but not limited to: Camshaft and bearings, connecting rods and bearings, crankshaft and bearings, cylinder block, main bearings, oil pump, gears and pick-up screen, pistons, piston rings and wrist pins. Timing chain and gears, timing belt, cylinder heads, exhaust valves, intake valves,

valve springs and retainers, push rods, rocker arms and shafts, and hydraulic and solid lifters, distributor shaft, exhaust manifold, intake manifold base.

2. **TURBO/SUPERCHARGER (Surcharge Applies) –OEM Equipment Only:** If Your Vehicle is equipped with a turbo/supercharger, a mandatory surcharge will be applied and shown on the Declarations Section. The following parts/components are covered: All internally lubricated parts of the turbo/supercharger housing plus the waste gate. Turbo/Supercharger housing is only covered if damaged by an internally lubricated part.
3. **DIESEL (Surcharge Applies):** If You have a Diesel Vehicle, a mandatory surcharge will be applied and shown on the Declarations Section. The following parts/components are covered: By-mechanical-failure-only fuel pump (electric or mechanical), pressure regulator, metering valve and fuel injectors.
4. **AUTOMATIC TRANSMISSION:** All internally lubricated parts within the transmission case, including but not limited to, gears and shafts, bearings, bushings, bands, friction and steel clutch plates, steel drums, pump, servo unit, valve body and plate, and governor. Torque converter, lock-up converter. Transmission case is covered only if damaged by an internally lubricated part.
5. **MANUAL TRANSMISSION:** All internally lubricated parts within the transmission case, including but not limited to bearings, bushings, gears, shafts, synchronizers, spacers, main drive gear, main shaft, shift forks, synchronizer drums, overdrive housing. Transmission case is covered only if damaged by an internally lubricated part.
6. **DRIVE AXLE:** All internally lubricated parts within the drive axle housing plus yokes, axle shafts, drive shafts, carrier bearing, universal joints, center support bearing, and CV joints (provided the boots are not torn or damaged). The drive axle housing is covered only if damaged by an internally lubricated part.
7. **FOUR (4) WHEEL AND ALL WHEEL DRIVE (Surcharge Applies):** If You have a 4WD/AWD Vehicle, a mandatory surcharge will be applied and shown on the Declarations Section. The following parts/components are covered: All internally lubricated parts within the transfer case, including but not limited to all bearings, bushings, chains, gears, sleeves, and sprockets. Transfer case is covered only if damaged by an internally lubricated part.
8. **FUEL SYSTEM:** Primary fuel pump, metal fuel lines, and fuel level sending unit.
9. **ENGINE COOLING SYSTEM:** Water pump and thermostat.
10. **SEALS AND GASKETS:** Covered only when required to be replaced in connection with a covered repair. Leaking and/or failed Seals and Gaskets are not covered as standalone failures and/or repairs.

LIMIT OF LIABILITY: Our aggregate Limit of Liability for all pending and paid Claims for Level 1 Coverage shall not exceed the lesser of NADA Rough Trade-In value at the time of Breakdown as determined by the NADA Used Car Guide (without consideration of or deduction for the cost of repairs associated with the Breakdown) or: (1) a per Claim limit of one thousand two hundred (\$1,200) dollars and a two thousand five hundred (\$2,500) dollar aggregate on all Contracts with three (3) or six (6) month terms; (2) a per Claim limit of two thousand four hundred (\$2,400) dollars and a five thousand (\$5,000) dollar aggregate on all Contracts with twelve (12) or twenty-four (24) month terms.

3- OR 6-MONTH TERMS – DAY ONE COVERAGE: Level 1 Coverage begins on the Effective Date and Mileage and will expire on the Expiration Date or Mileage, whichever occurs first, as shown in the Declarations Section, and/or when the Limits of Liability for the Contract have been reached.

12- OR 24-MONTH TERMS – WAITING PERIOD: Level 1 Coverage begins upon expiration of a Waiting Period of thirty (30) days AND one thousand (1,000) miles from the date/mileage on the date of Contract purchase unless optional Day One Coverage is selected in the Declarations Section and its surcharge paid.

B. LEVEL 2:

1. **ENGINE:** All internally lubricated parts including but not limited to: Camshaft and bearings, connecting rods and bearings, crankshaft and bearings, cylinder block, main bearings, oil pump, gears and pick-up screen, pistons, piston rings and wrist pins. Timing chain and gears, timing belt, cylinder heads, exhaust valves, intake valves, valve springs and retainers, push rods, rocker arms and shafts, and hydraulic and solid lifters, distributor shaft, exhaust manifold, intake manifold base.
2. **TURBO/SUPERCHARGER (Surcharge Applies) –OEM Equipment Only:** If Your Vehicle is equipped with a turbo/supercharger, a mandatory surcharge will be applied and shown on the Declarations Section. The following parts/components are covered: All internally lubricated parts of the turbo/supercharger housing plus the waste gate. Turbo/Supercharger housing is only covered if damaged by an internally lubricated part.
3. **DIESEL (Surcharge Applies):** If You have a Diesel Vehicle, a mandatory surcharge will be applied and shown on the Declarations Section. The following parts/components are covered: By-mechanical-failure-only fuel pump (electric or mechanical), pressure regulator, metering valve and fuel injectors.
4. **AUTOMATIC TRANSMISSION:** All internally lubricated parts within the transmission case, including but not limited to, gears and shafts, bearings, bushings, bands, friction and steel clutch plates, steel drums, pump, servo unit, valve body and plate, and governor. Torque converter, lock-up converter. Transmission case is covered only if damaged by an internally lubricated part.
5. **MANUAL TRANSMISSION:** All internally lubricated parts within the transmission case, including but not limited to bearings, bushings, gears, shafts, synchronizers, spacers, main drive gear, main shaft, shift forks, synchronizer drums, overdrive housing. Transmission case is covered only if damaged by an internally lubricated part.
6. **DRIVE AXLE:** All internally lubricated parts within the drive axle housing plus yokes, axle shafts, drive shafts, carrier bearing, universal joints, center support bearing, and CV joints (provided the boots are not torn or damaged). The drive axle housing is covered only if damaged by an internally lubricated part.
7. **FOUR (4) WHEEL AND ALL WHEEL DRIVE (Surcharge Applies):** If You have a 4WD/AWD Vehicle, a mandatory surcharge will be applied and shown on the Declarations Section. The following parts/components are covered: All internally lubricated parts within the transfer case, including but not limited to all bearings, bushings, chains, gears, sleeves, and sprockets. Transfer case is covered only if damaged by an internally lubricated part.
8. **BRAKES:** Master cylinder, vacuum power assist booster and valve, hydro booster, disc brake calipers, wheel cylinders, steel brake lines and hoses.
9. **STEERING:** Power steering pump, rack and pinion, and all internally lubricated parts within the steering gear assembly. The steering gear box/rack & pinion housing are covered only if damaged by an internally lubricated part.
10. **ELECTRICAL:** Alternator, electric horn, front wiper motor, rear wiper motor, rear defroster switch, starter motor, starter solenoid, and voltage regulator.
11. **AIR CONDITIONING –OEM Equipment Only:** Compressor, compressor clutch, compressor coil, accumulator, dryer/receiver, condenser, and evaporator.
12. **FUEL SYSTEM:** Primary fuel pump, metal fuel lines, and fuel level sending unit.
13. **SUSPENSION:** Upper and lower ball joints, leaf and coil springs (only if broken), and spindles.
14. **ENGINE COOLING SYSTEM:** Water pump, thermostat, radiator, radiator fan and fan clutch.
15. **SEALS AND GASKETS:** Coverage is provided for the standalone failure of the cylinder head and intake manifold gaskets only. All other leaking and/or failed Seals and Gaskets are not covered as standalone failures and/or repairs and will be replaced only when required in connection with a covered repair, unless the Seals and Gaskets Option has been selected on the Declarations Section. (Seals and Gaskets coverage will expire when the Vehicle reaches one hundred seventy-five thousand (175,000) miles as indicated on the odometer, after which Seals and Gaskets are covered only when required to be replaced in connection with a covered repair).

LIMIT OF LIABILITY: Our aggregate Limit of Liability for all pending and paid Claims for Level 2 Coverage shall not exceed the lesser of NADA Average Trade-In value at the time of Breakdown as determined by the NADA Used Car Guide (without consideration of or deduction for the cost of repairs associated with the Breakdown) or ten thousand (\$10,000) dollars. Once a component has been repaired or replaced, there is no further coverage for that component.

DAY ONE COVERAGE: Level 2 Coverage begins on the Effective Date and Mileage and will expire on the Expiration Date or Mileage, whichever occurs first, as shown in the Declarations Section, and/or when the Limits of Liability for the Contract have been reached.

C. **LEVEL 3:**

- ENGINE:** All internally lubricated parts within the engine plus the cylinder heads, engine block, engine mounts, flex plate, flywheel and ring gear, harmonic balancer, intake and exhaust manifolds, water pump, oil dipstick and tube, oil pump, oil pump drive sprocket, timing chain/belt, and timing chain tensioner. The oil pan and valve covers are covered only if damaged by an internally lubricated part.
- TURBO/SUPERCHARGER (Surcharge Applies) – OEM equipment only:** If Your Vehicle is equipped with a turbo/supercharger, a mandatory surcharge will be applied and shown on the Declarations Section. The following parts/components are covered: All internally lubricated parts of the turbo/supercharger housing plus the waste gate. Turbo/Supercharger housing is only covered if damaged by an internally lubricated part.
- DIESEL (Surcharge Applies):** If You have a Diesel Vehicle, a mandatory surcharge will be applied and shown on the Declarations Section. The following parts/components are covered: By-mechanical-failure-only fuel pump (electric or mechanical), pressure regulator, metering valve and fuel injectors.
- AUTOMATIC TRANSMISSION:** All internally lubricated parts within the transmission case, including but not limited to, gears and shafts, bearings, bushings, bands, friction and steel clutch plates, steel drums, pump, servo unit, valve body and plate, and governor. Torque converter, lock-up converter. Transmission case is covered only if damaged by an internally lubricated part.
- MANUAL TRANSMISSION:** All internally lubricated parts within the transmission case, including but not limited to bearings, bushings, gears, shafts, synchronizers, spacers, main drive gear, main shaft, shift forks, synchronizer drums, overdrive housing. Transmission case is covered only if damaged by an internally lubricated part.
- DRIVE AXLE:** All internally lubricated parts including but not limited to ring and pinion gears, spider gears and side gears, bearings, bushings, spacers, yokes, axle shafts, drive shafts, carrier bearing, universal joints, center support bearing, and CV joints (provided the boots are not torn or damaged), four-wheel drive actuator, and locking hub mechanisms. The drive axle housing is covered only if damaged by an internally lubricated part.
- FOUR (4) WHEEL AND ALL WHEEL DRIVE (Surcharge Applies):** If You have a 4WD/AWD Vehicle, a mandatory surcharge will be applied and shown on the Declarations Section. The following parts/components are covered: All internally lubricated parts within the transfer case, including but not limited to all bearings, bushings, chains, gears, sleeves, and sprockets. Transfer case is covered only if damaged by an internally lubricated part.
- BRAKES:** Master cylinder, vacuum power assist booster and valve, hydro booster, disc brake calipers, wheel cylinders, steel brake lines and hoses, ABS control module, ABS pump, ABS sensors, ABS accumulator, ABS motor, hydraulic lines and fittings, and rear actuators.
- STEERING:** Power steering pump, rack and pinion, and all internally lubricated parts within the steering gear assembly. The steering gear box/rack and pinion housing are covered only if damaged by an internally lubricated part.
- ELECTRICAL:** Alternator, electric horn, front wiper motor, rear wiper motor, rear defroster switch, starter motor, starter solenoid, voltage regulator, all electrical manual switches, analog gauges, convertible top motor, cruise control module, cruise control servo, electronic instrument cluster, electronic level control compressor, electronic level control sensor, electronic off headlamp sensor, power antenna motor, main wiring harness, power door lock actuators, power mirror motor, power seat motor, power sunroof motor, power window motor, power window regulator, starter drive, washer motor, wiper circuit board, cam sensor, crank sensor, ignition module, engine control unit (ECU), engine control module (ECM), ignition control unit (ICU), coil pack, coil(s), pick-up coil, manifold air temperature sensor (MAT), camshaft position sensor, coolant temperature sensor, idle air control valve, idle speed control motor, knock sensor, mass air flow sensor (MAF), manifold absolute pressure sensor (MAP), oxygen sensor, vehicle speed sensor, and throttle position sensor.
- AIR CONDITIONING AND HEATING (Factory Authorized Only):** Compressor, compressor clutch, compressor coil, accumulator, dryer/receiver, condenser, evaporator, blower motor, compressor pulley, expansion valve, high/low cutoff switches, and orifice tube.
- FUEL SYSTEM:** Fuel injectors, fuel level sending unit, fuel injection pump, metal fuel lines, and primary fuel pump.
- SUSPENSION:** Upper and lower ball joints, leaf and coil springs (only if broken), spindles, struts, upper and lower control arms, wheel bearings, radius arm, and bushings.
- ENGINE COOLING SYSTEM:** Water pump, thermostat, radiator, radiator fan and clutch, fan blades, heater core.
- SEALS AND GASKETS:** Coverage is provided for the standalone failure of the cylinder head and/or intake manifold gaskets only. All other leaking and/or failed Seals and Gaskets are not covered as standalone failures and/or repairs and will be replaced only when required in connection with a covered repair, **unless the Seals and Gaskets Option has been selected on the Declarations Section. (Seals and Gaskets coverage will expire when the Vehicle reaches one hundred seventy-five thousand (175,000) miles as indicated on the odometer, after which Seals and Gaskets are covered only when required to be replaced in connection with a covered repair).**

LIMIT OF LIABILITY: Our aggregate limit of liability for all pending and paid Claims for Level 3 Coverage shall not exceed the NADA Clean Retail value at the time of Breakdown as determined by the NADA Used Car Guide (without consideration of or deduction for the cost of repairs associated with the Breakdown) and for Salvage/Rebuilt Vehicles, if the applicable surcharge has been paid, the Vehicle's value will be determined based on the NADA Rough Trade-In Value at time of repair or sixty (60%) percent of NADA Clean Retail – whichever is less.

DAY ONE COVERAGE: Level 3 Coverage begins on the Effective Date and Mileage and will expire on the Expiration Date or Mileage, whichever occurs first, as shown in the Declarations Section, and/or when the Limits of Liability for the Contract have been reached.

D. **LEVEL 4:**

Level 4 Coverage provides for payment or reimbursement of costs authorized by the Administrator to repair or replace any Breakdown of all parts or components including Seals and Gaskets, except those listed under Section VIII. "WHAT IS NOT COVERED", and less Your Deductible amount in accordance with all terms and conditions of this Contract. (Seals & Gaskets coverage will expire when the Vehicle reaches one hundred seventy-five thousand (175,000) miles as indicated on the odometer, after which Seals and Gaskets are covered only when required to be replaced in connection with a covered repair.

LIMIT OF LIABILITY: Our aggregate limit of liability for all pending and paid Claims for Level 4 Coverage shall not exceed the NADA Clean Retail value at the time of Breakdown as determined by the NADA Used Car Guide (without consideration of or deduction for the cost of repairs associated with the Breakdown) and for Salvage/Rebuilt Vehicles, if the applicable surcharge has been paid, the Vehicle's value will be determined based on the NADA Rough Trade-In Value at time of repair or sixty (60%) percent of NADA Clean Retail – whichever is less.

DAY ONE COVERAGE: Level 4 Coverage begins on the Effective Date and Mileage and will expire on the Expiration Date or Mileage, whichever occurs first, as shown in the Declarations Section, and/or when the Limits of Liability for the Contract have been reached.

E. MAINTENANCE BENEFITS – ALL COVERAGE PLANS INCLUDE THE FOLLOWING:

All Maintenance Benefits require pre-authorization from the Administrator and will be paid directly to the Licensed Repair Facility.

1. **Annual Oil and Filter Changes:** Provides up to fifty (\$50) dollars per Oil and Filter Change. **You must have Your Vehicle oil serviced in accordance with the manufacturer's frequency recommendations, as outlined in the Owner's Manual, or within one thousand (1,000) miles of Vehicle oil service light indicator** (maximum of three (3) Oil and Filter Changes per year).
2. **Brake Pads/Shoes:** Provides up to one hundred forty (\$140) dollars towards the replacement of Brake Pads/Shoes when deterioration is beyond the OEM's specified tolerances (one-time use per life of Contract).
3. **Battery:** Provides up to one hundred (\$100) dollars towards the replacement of a failed Battery when deterioration is beyond the OEM's specified tolerance (one-time use per life of Contract).
4. **Cooling System Maintenance and Lube:** Provides up to fifty-five (\$55) dollars towards Cooling System Maintenance and Lube services including drain/refill, pressure check, inspect hoses/belts/clamps, and lube chassis (one-time use per life of Contract).
5. **Annual Services:** Provides: (1) Up to forty-five (\$45) dollars towards Hand-Held Computer Engine Diagnostic exam; (2) Up to twenty-five (\$25) dollars towards Alignment Check, and; (3) Up to fifty-five (\$55) dollars towards State Safety Inspection where required by state (limited to one-time per year per service).
6. **Annual Tire Rotation:** Provides up to thirty-five (\$35) dollars towards Tire Rotation with air pressure check (limited to one-time per year).
7. **Wiper Blades:** Provides up to twenty (\$20) dollars towards the replacement of one (1) set of front windshield Wiper Blades when deterioration is beyond the OEM's specified tolerance (one-time use per life of Contract).
8. **Three (3) Manufacturer's Recommended Service Intervals:** Provides: (1) Up to twenty-five (\$25) dollars towards first recommended service visit; (2) Up to forty-five (\$45) dollars towards second recommended service visit, and; (3) Up to sixty-five (\$65) dollars towards third recommended service visit. **You must have Your Vehicle serviced in accordance with the manufacturer's recommendations, as outlined in the Owner's Manual, and within three thousand (3,000) miles of manufacturer's recommended intervals to qualify for this benefit (maximum of three (3) service intervals per life of Contract).**

F. ROADSIDE ASSISTANCE SERVICES & BENEFITS – ALL COVERAGE PLANS INCLUDE THE FOLLOWING:

1. **Substitute Transportation:** In the event of a covered Breakdown, We will pay or reimburse You for receipted expenses to rent a replacement vehicle (from a licensed rental agency) or for alternate public transportation while Your Vehicle is at a licensed repair facility. Coverage will be provided to You on the following basis, up to a maximum of fifty (\$50) dollars per day and a maximum of two hundred fifty (\$250) dollars for each repair visit.

Total Repair Costs	\$0 – \$400	\$401 – \$800	\$801 – \$1200	\$1201 – \$1600	\$1,601+
Maximum Rental Days	One Day Rental	Two Day Rental	Three Day Rental	Four Day Rental	Five Day Rental

2. **24-Hour Roadside Assistance Services and Benefits:** All roadside assistance services and benefits are administered through , in California by , in Alabama and Utah by , all entities being individually and collectively referred to as
 - a. **Emergency Roadside Service:** 24-hour Roadside Service is provided when Your covered Vehicle (as described in the Declarations Section) is disabled, as long as this Contract is in effect, and is available by calling . Please provide the dispatcher with Your Contract Number (which is on the top right of Your Contract).
 - b. **Mechanical First Aid:** Any service requiring a minor adjustment (exclusive of parts) to enable the covered Vehicle to proceed under its own power (where available). You are responsible for the cost of any parts delivered.
 - c. **Tire Service:** The changing of flat tire on the covered Vehicle with Your provided spare.
 - d. **Battery Service:** Attempting to start the covered Vehicle with a booster battery.
 - e. **Delivery Service:** We will cover the cost of delivering needed fuel or fluid to Your covered Vehicle at the disablement location. (You must pay for the cost of the actual fluids).
 - f. **Towing Service:** We will cover in total any tow of the covered Vehicle up to fifty (50) miles or less to the Selling Dealer (as long as the Selling Dealer has vehicle repair capabilities). If the Selling Dealer is located over fifty (50) miles from the disablement location, or does not have repair capabilities, then Your covered Vehicle may be towed to the nearest alternate qualifying repair facility.
 - g. **Lockout Services:** If keys are locked inside the passenger compartment of the covered Vehicle, a locksmith will be dispatched for services.
 - h. **Trip Interruption:** In the event of a Breakdown of a covered component or part, We will reimburse You up to a maximum of two hundred (\$200) dollars per day for a maximum of five (5) days, not to exceed a total of one thousand (\$1,000) dollars, for expenses incurred by You for meals and/or lodging, provided: You cannot operate Your covered Vehicle due to a Breakdown covered by this Contract and are more than one hundred (100) miles away from home, and expenses are incurred between the time of Breakdown and the time repairs are completed. (The date of Breakdown shall be considered the first day). One (1) day's Trip Interruption expense shall be allowed for each eight (8) hours, or portion thereof, of required manual flat-rate labor time.

Coverage: You are entitled to one (1) service of any type described in Section VII.F, per seventy-two (72) hours. Services available to You (subject to the terms above) at no cost include: Towing, battery jumpstart, flat tire change, fuel or fluid delivery, and lockout.

Reimbursement: In the event Your Vehicle is disabled, and You contracted for any of the above covered services on Your own, You will be able to submit Your original receipted road service expenses for reimbursement consideration. Maximum reimbursement for any covered services contracted for by You is strictly limited to fifty (\$50) dollars per Breakdown (two hundred (\$200) dollars per day for Trip Interruption). You must send your original receipted roadside bills along with a completed Claim form to.

G. ADD-ON COVERAGE OPTIONS:

- Commercial Use Option (Surcharge Applies)** – If You have selected Commercial Use coverage as indicated in the Declarations Section, You have coverage in accordance with the applicable terms of this Contract even when the Vehicle is utilized for a Commercial Use as defined in Section IV. "DEFINITIONS". This surcharge is mandatory as it applies. **This Option cannot be combined with the Unlimited Miles Option.**
- Day One Coverage Option (Surcharge Applies)** – Available on Level 1 Coverage Terms of 12 or 24 months only; Included on all other Levels/Terms. If You have selected Day One Coverage as indicated in the Declarations Section, the standard Waiting Period of thirty (30) days and one thousand (1,000) miles is waived. This benefit does not apply to any 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 or anything determined by an independent inspection to be Pre-Existing.
- High-Line Maintenance Option (Surcharge Applies)** – If You have selected High-Line Maintenance as indicated in the Declarations Section, Your Maintenance Benefits are revised to include: (1) Up to eighty-five (\$85) dollars per Oil and Filter Change for up to three (3) Oil and Filter Changes annually; (2) Up to two hundred five (\$205) dollars towards the replacement of Brake Pads/Shoes (one time use); (3) Up to one hundred fifty (\$150) dollars towards the replacement of a failed Battery (one time use); (4) Up to one hundred five (\$105) dollars towards Cooling System Maintenance and Lube services (one time use) and; (5) Up to forty (\$40) dollars towards the replacement of one (1) set of front windshield Wiper Blades (one-time use).
- High Tech Option (Surcharge Applies)** – Available on Level 2 and Level 3 Coverage only; Included on Level 4. If You have selected High Tech coverage as indicated in the Declarations Section, You have coverage for the following parts/components: Back-up camera and sensors/perimeter warning, video system and display screen, radio, compact disc player, cassette player, and GPS/NAV systems, blind spot sensors, electronic driver information display, and anti-theft systems (**remote excluded**).
- Lift Kit Option (Surcharge Applies)** – If You have selected Lift Kit coverage as indicated in the Declarations Section, You have coverage in accordance with the applicable terms of this Contract even when the Vehicle is equipped with body or suspension lifts at the time of Vehicle purchase. This surcharge is mandatory as it applies. **The Lift Kit and all of its assemblies that are in addition to factory installed parts are excluded from coverage. The maximum increase for a body/suspension lift combined cannot exceed six (6) inches. The maximum tire height modification allowed is four (4) inches in overall diameter larger than the manufacturer's specifications as displayed on the placard of Your Vehicle. Any modification that voids the original manufacturer warranty will also void the coverage provided under this Contract. No coverage is available for suspension reductions or undersized wheels or tires. Coverage is supplemental to any manufacturer's coverage and will not apply to any failure for which the manufacturer has denied coverage due to the installation of the Lift Kit.**
- Salvage/Rebuilt Vehicle Coverage Option (Surcharge Applies)** – If You have selected Salvage/Rebuilt Vehicle coverage as indicated on the Declarations Section, you have coverage in accordance with the applicable terms of this Contract for a Vehicle that has ever had a Salvage or Rebuilt title. This surcharge is mandatory as it applies. **This Option is not available on any Vehicle that has been declared True Mileage Unknown (TMU), or has ever been branded for flood, fire or saltwater damage.**
- Seals and Gaskets Option (Surcharge Applies)** – Available on Level 2 and Level 3 Coverage only on Vehicles with up to one hundred fifty thousand (150,000) miles as indicated on the odometer at time of sale; Included on Level 4. If You have selected Seals and Gaskets coverage as indicated on the Declarations Section, you have coverage in accordance with the applicable terms of this Contract for the replacement of Seals and Gaskets, designed to prevent the loss of necessary coolants, lubricants and fluids of all listed components, as standalone failures and/or repairs. **After one hundred seventy-five thousand (175,000) miles, Seals and Gaskets are covered only when required to be replaced in connection with a covered repair.** Minor loss of fluid or seepage is considered normal and is not considered a Breakdown and is not eligible for coverage.
- Unlimited Miles Option (Surcharge Applies)** – Available on Level 3 and 4 Coverage only; Twenty-four (24) or thirty-six (36) month terms only. If You have selected Unlimited Miles as indicated in the Declarations Section, mileage restrictions are removed from Your Coverage. **This Option is non-transferable and not available for Commercial Use Vehicles.**

III. YOUR RESPONSIBILITIES

- Maintenance Requirements and Service History**– In order to keep Your Agreement valid, You must follow the maintenance procedures listed below. If Your failure to follow these procedures causes a Mechanical Breakdown, You may be denied coverage. Your Vehicle must be serviced receiving all scheduled maintenance as recommended by the Manufacturer in the Owner's Manual. You must keep receipts which verify the Vehicle Identification Number and all repair orders/maintenance records issued by the Selling Dealer/Repair Facility performing the required services on Your Vehicle. Repair order/ maintenance records must include the date, a description of Your Vehicle, mileage and list in detail each of these services performed and maintenance parts replaced. We may require You to furnish the Administrator with proof that the specified services have been performed. Failure to show proof of servicing may result in denial of coverage.
- Filing a Claim** – If Your Vehicle incurs a Mechanical Breakdown, You must take the following steps to file a claim: Prevent Further Damage – Take immediate action to protect Your Vehicle from further damage. Your Contract will not cover the damage caused by not securing a timely repair when a Mechanical Breakdown has occurred. You are responsible for observing Your Vehicle warning lights and gauges, and taking appropriate action immediately to prevent further damage. Failure to do so may result in the denial or the limitation of Coverage.
 - Take Your Vehicle to any licensed Repair Facility.** If You are within 50 miles of the issuing dealer, We recommend that You return to the dealer for repairs. Your Vehicle must be at a Repair Facility for a claim to be opened. If You need assistance in locating a Repair Facility, contact the Administrator at [1-866-217-5309].
 - Provide Repair Facility with a copy of Your Contract and/or Your Contract Number.**
 - Prior Approval** – Prior to any repair being made, have the Repair Facility contact the Administrator with the estimate of repairs containing both parts and labor, and to obtain authorization for the claim. The Administrator can be contacted Monday through Friday, 8:00 a.m. to 6:00 p.m. EST at [1-866-217-5309]. Emergency repairs, done outside of working hours, may be submitted to Customer Service with a letter of explanation for payment consideration. If it is determined that a covered component has failed and the estimate for the repair is agreed upon by Our adjuster, an authorization number will be issued by the Administrator. The amount authorized by the Administrator is the maximum amount that will be paid for repairs covered under the terms of this Contract. No repairs are to be made on Your Vehicle until an authorization number is issued by the Administrator. Any claim for repairs without prior authorization will not be covered.
 - Authorize Tear-Down** – Authorize the Repair Facility to perform necessary diagnostic work and provide "teardown" authorization so that the Repair Facility can provide accurate diagnosis and estimate of repairs.
 - Allow the Administrator to inspect Your Vehicle prior to any repairs being made.**
 - After investigating Your Vehicle's component failure, in case of a discrepancy in findings, the Administrator reserves the right to have repairs done at a location other than the one You have selected.**
 - Payment of Claims** – To obtain payment for a covered repair You, or the Repair Facility must submit a legible copy or original repair order to the Administrator. Repair orders must be readable and understandable, and contain the following information: Repair Facility name, address and phone number, Your name, address and phone number, repair diagnosis, parts and labor hours, authorization number, vehicle identification number, vehicle mileage, year, make and model. Authorization number issued by the Administrator must appear on all receipts submitted for reimbursement. No invoices will be processed without a valid authorization number. Once authorization is obtained, and the repair is completed, all repair orders and documentation must be submitted to the Administrator within 180 days to be eligible for payment.

IV. TERMS AND CONDITIONS

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

- Agreement Period** - The term of this Agreement is the Months as shown on the Agreement. The term begins on the Agreement Purchase Date as shown on the Agreement, except as noted under the Wrap Coverage. The term ends when the Months from the Agreement Purchase Date is reached or when the additional Miles are registered on the odometer, whichever occurs first.
- When and Where You Are Covered** - This Agreement applies only to Mechanical Breakdowns occurring within the contract period in the continental United States of America, Alaska, and Hawaii.
- If You Have Other Coverage** - If the manufacturer or Repair Facility agrees to cover all or some of the Cost of a Mechanical Breakdown after a Warranty or

guarantee has expired, **We** will pay only for any extra **Cost** subject to the limits of this **Agreement**.

4. **Limit of Liability** - Our maximum liability on any sections of this contract is the **Cost** to repair any covered **Mechanical Breakdown** as per the terms of this Agreement. The total of benefits payable for the term of the Agreement shall not exceed the original **Vehicle** Purchase price as shown on the front of this Agreement or the NADA retail value of the **Vehicle** at the time of repair.
5. **Subrogation** - If **We** pay for a loss, **We** may require **You** to assign to **Us** **Your** rights of recovery against others. **We** will not pay for a loss if **You** impair these rights to recover. **Your** rights to recover from others may not be waived.

V. EXCLUSIONS – WHAT THIS AGREEMENT DOES NOT COVER

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

IN ADDITION, WE WILL NOT PAY BENEFITS:

1. FOR COSTS COVERED BY ANY WARRANTY OF THE MANUFACTURER, STATE REQUIRED WARRANTY, DEALER WARRANTY, INSURANCE POLICY, REPAIR FACILITY'S GUARANTEE, OR ANY OTHER GUARANTEE REGARDLESS OF WHETHER THEY HONOR SUCH WARRANTY OR GUARANTEE.
2. WHEN REPAIRS ARE PERFORMED WITHOUT THE ADMINISTRATOR'S PRIOR AUTHORIZATION.
3. FOR A MECHANICAL BREAKDOWN CAUSED BY OR INVOLVING COLLISION, FIRE, THEFT, CONDITIONS OF THE ENVIRONMENT, DAMAGE THAT RESULTS FROM SOMEONE ALTERING THE VEHICLE, MISUSING THE VEHICLE, TAMPERING WITH THE VEHICLE, MAKING IMPROPER ADJUSTMENTS, IMPROPER FUELS, IMPROPERLY MAINTAINING THE VEHICLE, FAILING TO MAINTAIN THE VEHICLE WITHIN MANUFACTURER'S RECOMMENDATIONS, DAMAGE OR FAILURE OF A COVERED COMPONENT CAUSED BY AN NON-COVERED COMPONENT, AND PREVIOUS OR IMPROPER REPAIRS.
4. FOR LOSS OF TIME, ECONOMIC LOSS, INCONVENIENCE, LODGING, FOOD, FREIGHT CHARGES, CORE CHARGES, STORAGE CHARGES, OR OTHER CONSEQUENTIAL LOSS OR DAMAGE THAT RESULTED FROM A MECHANICAL BREAKDOWN.
5. FOR A MECHANICAL BREAKDOWN WHEN CONTAMINATED OR POOR QUALITY FLUIDS, FUELS, LUBRICANTS OR GREASE CAUSED OR CONTRIBUTED TO THE MECHANICAL BREAKDOWN OR FOR DAMAGE CAUSED BY FUELS CONTAINING MORE THAN 10% ETHANOL IF THE VEHICLE WAS NOT MANUFACTURED FOR THIS FUEL MIXTURE.
6. FOR FLUID LEAKS OR DAMAGE THAT RESULTS FROM FLUID LEAKS.
7. FOR ANY MECHANICAL BREAKDOWN CAUSED BY CONTAMINATION, OVERHEATING, LACK OF COOLANT OR LUBRICANTS.
8. FOR A MECHANICAL BREAKDOWN CAUSED BY OR INVOLVING MODIFICATIONS UNLESS THOSE MODIFICATIONS WERE PERFORMED BY THE MANUFACTURER (E.G. OVERSIZED TIRES, LIFT KIT [UNLESS CHECKED OFF ON FRONT PAGE AND VEHICLE IS DECLARED A CLASS 4 VEHICLE], AFTERMARKET PERFORMANCE PARTS OR SYSTEMS).
9. FOR A MECHANICAL BREAKDOWN CAUSED BY ABUSE, MISUSE, ALTERATIONS OR LACK OF CUSTOMARY MAINTENANCE AS RECOMMENDED IN AGREEMENT SECTION III A. MAINTENANCE REQUIREMENTS AND/OR IN THE MANUFACTURER'S MAINTENANCE SCHEDULE FOR YOUR VEHICLE.
10. FOR A MECHANICAL BREAKDOWN OF A COVERED PART RESULTING FROM THE FAILURE OF A NON-COVERED PART.
11. FOR A MECHANICAL BREAKDOWN CAUSED BY OR INVOLVING EQUIPMENT, COMPONENTS OR SYSTEMS NOT INSTALLED BY THE MANUFACTURER.
12. IF YOUR VEHICLE'S ODOMETER HAS BEEN STOPPED, ALTERED OR MISREPRESENTS YOUR VEHICLE'S ACTUAL MILEAGE, WHEREBY THIS CONTRACT WILL BE CONSIDERED VOIDED.
13. FOR A MECHANICAL BREAKDOWN THAT IS A DIRECT RESULT OF A MECHANICAL OR STRUCTURAL DEFECT WHEN THE MANUFACTURER HAS ANNOUNCED A PUBLIC RECALL FOR THE PURPOSE OF CORRECTING SUCH A DEFECT.
14. FOR ADDITIONAL LOSS OR DAMAGE WHICH IS OCCASIONED BY YOU OR OPERATOR'S FAILURE TO USE ALL REASONABLE PRECAUTIONS TO PROTECT THE VEHICLE FROM ANY FURTHER LOSS OR DAMAGE AFTER A MECHANICAL BREAKDOWN OR FAILURE HAS OCCURRED OR BEEN INDICATED.
15. FOR A MECHANICAL BREAKDOWN WHICH EXISTED PRIOR TO, OR WAS CAUSED BY A CONDITION WHICH EXISTED PRIOR TO THE AGREEMENT PURCHASE DATE.
16. IF YOUR VEHICLE HAD BEEN DECLARED A TOTAL LOSS, SALVAGED OR JUNK VEHICLE.
17. FOR EXPENSES CHARGED FOR DISPOSAL OF ENVIRONMENTALLY UNSAFE MATERIALS.
18. FOR EXPENSES CHARGED FOR NONSPECIFIC MATERIALS OR SHOP SUPPLIES.
19. IF YOUR VEHICLE WAS MANUFACTURED AS A NON-U.S. SPECIFICATION MODEL.
20. FOR A MECHANICAL BREAKDOWN CAUSED BY TOWING A TRAILER OR ANOTHER VEHICLE UNLESS YOUR VEHICLE IS EQUIPPED FOR THIS AS RECOMMENDED BY THE MANUFACTURER.
21. FOR A MECHANICAL BREAKDOWN CAUSED BY USING YOUR VEHICLE FOR RACING OR OTHER COMPETITION.
22. IF YOUR VEHICLE HAS BEEN MODIFIED TO PLOW SNOW, WHETHER THE SNOWPLOW BLADE IS ATTACHED TO THE VEHICLE OR NOT.
23. FOR A MECHANICAL BREAKDOWN CAUSED BY RUST OR WEATHER RELATED CORROSION.
24. IF YOUR VEHICLE IS USED FOR COMMERCIAL PURPOSES. EXAMPLES OF COMMERCIAL USE INCLUDE BUT ARE NOT LIMITED TO: TAXI, POLICE CAR OR OTHER EMERGENCY VEHICLE, HAULING, CONSTRUCTION (OTHER THAN DRIVING TO AND FROM WORK), PICKUP AND DELIVERY SERVICE, DAILY RENTALS, CARRY PASSENGERS FOR HIRE, SNOWPLOWING AND COMPANY POOL USE OR BUSINESS TRAVEL WHEN THE VEHICLE IS USED BY MORE THAN ONE DRIVER.
25. IF YOUR VEHICLE IS AN EXOTIC VEHICLE OR IS A TRUCK RATED MORE THAN 1 TON.
26. FOR REPAIRS MADE SOLELY TO MEET OR MAINTAIN ANY GOVERNMENTAL EMISSION STANDARDS.
27. DAMAGE CAUSED TO YOUR ENGINE, TRANSMISSION, TRANSFER CASE OR AXLE ASSEMBLY RESULTING FROM WATER INGESTION.
28. FOR REPAIRS OF WATER AND AIR LEAKS, RATTLES, SQUEAKS AND WIND NOISE.
29. FOR REPAIRS RECOMMENDED BY A MANUFACTURER'S TECHNICAL SERVICE BULLETIN (TSB).
30. ANY COMPONENT WHICH IS NOT LISTED IN THE SELECTED COVERAGE SECTION AS SHOWN ON THE APPLICATION PAGE.
31. FOR FLUIDS SUCH AS ENGINE OIL, TRANSMISSION FLUID, ANTI-FREEZE AND ASSOCIATED FILTERS.
32. PREEXISTING OR KNOWN MECHANICAL FAILURES PRIOR TO THIS AGREEMENT PURCHASE DATE ARE NOT COVERED.
33. FOR DIAGNOSTIC CHARGES OR TAX ON SERVICES RENDERED (UNLESS OTHERWISE REQUIRED BY STATE LAW).

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 6"; the lift components are warranted for a minimum of three years by the lift manufacturer; and the appropriate surcharge has been paid.
6. Any Vehicle that has the following characteristics: dump bed, step-van, high-cube van, incomplete vehicles, right hand steering vehicles, or Vehicles that have special bodies designed for commercial use.

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

VI. CANCELLATION OF THIS AGREEMENT

You may cancel this Agreement by submitting a written request to the Dealer/Seller including a copy of Your Agreement. During the first thirty (30) days

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

VII. TRANSFER OF THIS AGREEMENT

In the event that **You** sell the **Vehicle**, this **Agreement** shall terminate or **You** may apply for a transfer to the new owner. If **You** choose to apply for transfer of the **Agreement** to the new owner the transfer request must be made in writing within thirty (30) days from the date of sale to a private party (non-commercial party) and include the following: (1) A check for a one hundred dollar (\$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.**

VIII. ARBITRATION

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

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

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

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

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

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

6. An arbitration award may not be set aside except upon the limited circumstances set forth in the Federal Arbitration Act. An award in arbitration will be enforceable under the Federal Arbitration Act by any court having jurisdiction.

7. The time for commencing an arbitration asserting any Claim shall be determined by reference to the applicable statute(s) of limitations, including the applicable rules governing the commencement of the limitations period, and a Claim in arbitration is barred to the same extent it would be barred if it were asserted in court rather than in arbitration.

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

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

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

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

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".

IX. INSURANCE STATEMENT

Our obligations to perform under this **Agreement** are insured under an insurance policy issued by Lyndon Southern Insurance Company 10151 Deerwood Park Blvd., Bldg. 100, Ste. 500, Jacksonville, FL 32256, Tel: (800) 888-2738, except in California, Georgia, New York, Rhode Island 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, 10151 Deerwood Park Blvd., Bldg. 100, Ste. 500, 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, 10151 Deerwood Park Blvd., Bldg. 100, Ste. 500, Jacksonville, FL 32256, Tel: (800) 888-2738.

In Rhode Island, the **Obligor** is insured under an insurance policy issued by Atlantic Specialty Insurance Company, 605 North Highway 169, Suite 800, Plymouth, MN 55441, 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.

X. STATE DISCLOSURES

ALABAMA: Administrator/Obligor, We, Us, and Our" means RMG Administrative Services, dba Sidecars, Inc., 532 S. Main Street, Joplin, MO 64801 who is the Administrator/Obligor to this Agreement. A twenty-five-dollar (\$25) cancellation fee is applicable. The CANCELLATION section is amended as follows: If **You** are the original **Agreement** Holder and **You** cancel this **Agreement** within thirty (30) days of the original **Agreement** Purchase Date, a ten percent (10%) penalty per month shall be added to a refund that is not made within forty-five (45) days of this **Agreement** to **Us**. The lienholder, if any, will be named on a cancellation refund check as their interest may appear.

ALASKA: CANCELLATION section is amended as follows: **We** will retain a cancellation fee of seven and one half percent (7.5%) of the unearned pro rata **Agreement** Purchase Price, not to exceed twenty-five dollars (\$25); to be based on the days in force, as related to **Your Agreement's** term. If the **Obligor** fails to pay an authorized claim within thirty (30) 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.

ARIZONA: Nothing in this section prevents, limits, or waives **Your** rights to file a complaint against **Us**, or seek remedy available thereto, with the Arizona Department of Insurance. CANCELLATION section is amended as follows: A twenty-five-dollar (\$25) cancellation fee is applicable. **You** may cancel this **Agreement** by submitting a written request to the **Dealer/Seller** containing a copy of **Your Agreement** and the current mileage on **Your Vehicle**. During the first thirty (30) days from the **Agreement** Purchase Date, **We** or the **Dealer/Seller** will refund **You** one hundred percent (100%) of the **Agreement** Purchase Price with no deductions for any claims or pending claims. After the first thirty (30) days from the **Agreement** Purchase Date, **We** or the **Dealer/Seller** will refund **You** a pro-rated amount of the **Agreement** Purchase Price, based on the lesser of the months or miles remaining, less a twenty-five-dollar (\$25) cancellation fee. **We** may not cancel or void this **Agreement** or any provisions of this **Agreement** due to (1) **Our** acts or omissions in failing to provide correct information or to perform services or repairs in a timely, competent, and workmanlike manner, (2) prior use or unlawful acts relating to the covered parts, (3) **Our** misrepresentation, and (4) ineligibility of parts for coverage under the program. **Pre-Existing Condition(s) are not excluded, if such conditions were known or should have been known by Us or Dealer/Seller selling the Contract on Our behalf.**

ARKANSAS: ARBITRATION Section VIII: Does not apply in the state of Arkansas.

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

CONNECTICUT: Unresolved complaints may be addressed to the State of Connecticut, Insurance Department, P.O. Box 816, Hartford, CT 06142-0816, Attention: Consumer Affairs. If the warranty period is less than one (1) year, the coverage is automatically extended if the product is being repaired when the warranty expires.

CANCELLATION section is amended as follows: **You** may cancel this **Agreement** at any time for any reason by submitting a written request to the **Dealer/Seller** containing a copy of **Your Agreement**. **You** may cancel this **Agreement** if the **Vehicle** is returned, sold, lost, stolen, or destroyed.

FLORIDA: CANCELLATION section is deleted in its entirety and replaced with the following: **You** may cancel this **Agreement** by submitting a written request to the **Dealer/Seller** containing a copy of **Your Agreement**. During the first sixty (60) days from the **Agreement** Purchase Date, **We** or the **Dealer/Seller** will refund **You** one hundred percent (100%) of the **Agreement** Purchase Price, less any claims paid on **Your Agreement**. After the first sixty (60) days from the **Agreement** Purchase Date, **We** or the **Dealer/Seller** will refund **You** a pro-rated amount of the **Agreement** Purchase Price, based on the months remaining, less a fifty dollar (\$50) cancellation fee or five percent (5%) of the gross premium paid by **You**, whichever is less. **We** may cancel this **Agreement** during the first sixty (60) days of the **Agreement** Purchase Date for any reason. After sixty (60) days, **We** may cancel this **Agreement** for material misrepresentation or fraud at time of sale or for non-payment of **Agreement** Purchase Price or if **You** have failed to maintain the covered parts as prescribed by the manufacturer. If **We** cancel this **Agreement**, **We** or the **Dealer/Seller** will refund **You** one hundred percent (100%) of the **Agreement** Purchase Price, less any claims paid on **Your Agreement**. If **We** cancel this **Agreement** for non-payment of the **Agreement** Purchase Price by **You**, **We** shall provide **You** notice of cancellation by certified mail. If **Your Agreement** is financed, the Lienholder has the right to receive any portion of the cancellation refund amounts. If **Your covered Vehicle** is repossessed, stolen or declared a total loss, **You** authorize the Lienholder to cancel this **Agreement**. The lienholder, if any, will be named on a cancellation refund check as their interest may appear. A forty dollar (\$40) transfer fee is applicable. ARBITRATION section is amended to add the following: Arbitration proceedings shall be conducted in the county in which the consumer resides. **The Agreement Purchase Price charged for this Contract is not subject to regulation by the FL Office of Insurance Regulation.**

GEORGIA: ARBITRATION does not apply in Georgia. CANCELLATION section is deleted in its entirety and replaced with the following: **We** may not cancel this **Agreement** except for material misrepresentation or fraud at time of sale or non-payment of **Agreement** Purchase Price. If **We** cancel this **Agreement**, **We** or the **Dealer/Seller** will refund **You** one hundred percent (100%) of the **Agreement** Purchase Price. Written notice of cancellation will be mailed to **You** at least ten (10) days prior to the cancellation of this **Agreement** for non-payment of the **Agreement** Purchase Price. At least thirty (30) days written notice of cancellation will be mailed to **You** for all other reasons. Cancellation will comply with Section 33-24-44 of the Georgia Code. Cancellation fee is not applicable. **You** may cancel this **Agreement** at any time. If **You** cancel this **Agreement** within the first thirty (30) days and no claims have been filed, **We** will refund the entire **Agreement** Purchase Price. If this **Agreement** is cancelled after the first thirty (30) days or a claim has been filed, **We** will refund the amount of the **Agreement** Purchase Price according to the pro-rata method reflecting the greater of the days in force or the miles driven. An administrative fee of ten percent (10%) of the pro-rata refund amount will be applied if the **Agreement** is cancelled by **You**. If **Your Agreement** is financed, the lender has the right to receive any portion of the cancellation refund amounts. If **Your Vehicle** is repossessed, stolen or declared a total loss, **You** authorize the lender to cancel this **Agreement**. The lienholder, if any, will be named on a cancellation refund check as their interest may appear. EXCLUSIONS section is amended for 8., 9., 12., 15. and 22. to include (a) pre-existing conditions should be known to **You**; (b) any alterations/modifications should be made by **You** or with **Your** knowledge; (c) odometer defects, tampering or alterations should be while the vehicle is owned by **You**.

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

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

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

IOWA: Iowa residents only may contact the Iowa Insurance Commissioner at the following address: Iowa Insurance Division, Two Ruan Center, 601 Locust Street, 4th Floor, Des Moines, Iowa 50309-3738 (515) 281-5705. CANCELLATION section is amended as follows: If **You** are the original **Agreement** Holder and **You** cancel this **Agreement**, 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 **You** cancel the **Agreement**, written notice of such cancellation will be mailed to **You** within fifteen (15) days of the date of cancellation.

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

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

MARYLAND: The definition of **Cost** in the Definitions section is amended to add the following sentence: **Cost** also includes the cost of the teardown and diagnosing the malfunction or defect of a repair that is covered by this Agreement. The definition of Mechanical Breakdown in the Definitions section is amended to read as follows: "**Mechanical Breakdown**" - A **Mechanical Breakdown** under this contract, is defined as the inability of a covered component or assembly to perform as designed under normal operating conditions, due solely to defects in materials, faulty workmanship or normal wear and tear. The definition of **Agreement Period** in the Terms and Conditions section is amended to add the following sentences: This Agreement is extended automatically when **We** fail 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. CANCELLATION section is amended as follows: If **You** are the original **Agreement** Holder and **You** cancel this **Agreement** within thirty (30) days of the original **Agreement** Purchase Date, and if no claims have been paid, a full refund will be issued. The cancellation fee does not apply in Maryland. A ten percent (10%) penalty per month shall be added to a refund that is not made within forty-five (45) days of return of this **Agreement** to **Us**. After forty-five (45) days, **We** cannot cancel this **Agreement** except:

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

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

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

cancellation; five (5) days written notice will be mailed to **You** for non-payment of premium, material misrepresentation or substantial breach of duties by **You**.

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

MISSOURI: CANCELLATION section is amended as follows: If **We** cancel the **Agreement**, notice of such cancellation will be delivered to **You** by registered mail fifteen (15) days prior to cancellation. The applicable free-look time period on this **Agreement** shall only apply to the original **Agreement** purchaser. A ten percent (10%) penalty per month shall be added to a refund that is not made within thirty (30) days of return of this **Agreement** to **Us**.

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

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

NEVADA: ARBITRATION does not apply in Nevada. CANCELLATION section is deleted in its entirety and replaced with the following: **You** may cancel this **Agreement** by submitting a written request to the **Dealer/Seller** containing a copy of **Your Agreement** and the current mileage on **Your Vehicle**. During the first thirty (30) days from the **Agreement** Purchase Date, **We** or the **Dealer/Seller** will refund **You** one hundred percent (100%) of the **Agreement** Purchase Price. After the first thirty (30) days from the **Agreement** Purchase Date, **We** will refund **You** a pro-rated amount of the **Agreement** Purchase Price, less a twenty-five dollar (\$25) cancellation fee, within forty-five (45) days after the **Agreement** has been returned to **Us**. A ten percent (10%) penalty per month shall be added to a refund that is not made within forty-five (45) days of return of this **Agreement** to **Us**. **We** may cancel this **Agreement** during the first thirty (30) days of the **Agreement** Purchase Date for any reason. After thirty (30) days, **We** may cancel this **Agreement** for material misrepresentation or fraud by **You** at time of sale or non-payment of **Agreement** Purchase Price by **You**. If **We** cancel this **Agreement**, **We** or the **Dealer/Seller** will refund **You** one hundred percent (100%) of the **Agreement** Purchase Price. No claims paid on **Your Agreement** will ever be deducted from any refund issued pursuant to this **Agreement** in Nevada. If **We** cancel this **Agreement**, no cancellation will become effective until at least fifteen (15) days after the notice of cancellation is mailed to **You**. If **Your Agreement** is financed, the lender has the right to receive any portion of the cancellation refund amounts. If **Your Vehicle** is repossessed, stolen or declared a total loss, **You** authorize the lender to cancel this **Agreement**. In either case, no cancellation will become effective until at least fifteen (15) days after the notice of cancellation is mailed to **You**. This **Agreement** is non-renewable. 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 us of the toll-free telephone number: (888) 872-3234. This Contract shall not be voided by **Us** unless **You** have committed fraud or material misrepresentation in obtaining this Contract or in presenting a claim for service thereunder. Section VII-TRANSFER OF THIS AGREEMENT; has been amended to read: (1) A check for a twenty-five dollars (\$25) transfer fee.

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

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

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

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

The right to void this **Agreement** is not transferable and applies to only the original **Agreement** holder. If **We** cancel the **Agreement**, notice of such cancellation will be delivered to **You** by registered mail fifteen (15) days prior to cancellation. The notice of cancellation will state the reason for cancellation and will include any reimbursement required. The cancellation will be effective as of the date of termination as stated in the notice of cancellation. A ten percent (10%) penalty per month shall be added to a refund that is not made within thirty (30) days of return of this **Agreement** to **Us**. The cancellation fee does not apply in New Mexico.

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

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

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

OKLAHOMA: Oklahoma service warranty statutes do not apply to commercial use references in service warranty contracts. Coverage afforded under this **Agreement** is not guaranteed by the Oklahoma Insurance Guaranty Association. For towing service, contact **Auto Knight Motor Club, Inc. at (855) 321-6118 or 10151 Deerwood Park Blvd., Bldg. 100, Ste. 500, Jacksonville, FL 32256**. CANCELLATION section is deleted in its entirety and replaced with the following: **You** may cancel this **Agreement** by submitting a written request to the **Dealer/Seller** containing a copy of **Your Agreement**. If **You** cancel during the first thirty (30) days from the **Agreement** Purchase Date, and no claim has been authorized or paid, **We** or the **Dealer/Seller** will refund **You** one hundred percent (100%) of the **Agreement** Purchase Price. After the first thirty (30) days from the **Agreement** Purchase Date, or if a claim was made within the first thirty (30) days, **We** or the **Dealer/Seller** shall provide a refund of ninety percent (90%) of the unearned pro rata premium, less the cost of service provided under this **Agreement**. **We** may cancel this **Agreement** during the first thirty (30) days of the **Agreement** Purchase Date for any reason. After thirty (30) days, **We** may cancel this **Agreement** for material misrepresentation or fraud at time of sale or for non-payment of **Agreement** Purchase Price. If **We** cancel this **Agreement**, **We** or the **Dealer/Seller** will refund **You** one hundred percent (100%) of the **Agreement** Purchase Price, less the cost of service provided under this **Agreement**. If **Your Agreement** is financed, the lienholder has the right to receive any portion of the cancellation refund amounts. If **Your Vehicle** is repossessed, stolen or declared a total loss, **You** authorize the lienholder to cancel this **Agreement**.

ARBITRATION section is amended as follows: While arbitration is mandatory, the outcome of any arbitration shall be non-binding on the parties, and either party shall, following arbitration, have the right to reject the arbitration award and bring suit in a district court of Oklahoma. **This is not an insurance**

contract.

OREGON: ARBITRATION does not apply in Oregon.

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

TEXAS: If **You** have any questions regarding the regulation of this **Agreement** or a complaint against **Us**, **You** may contact the Texas Department of Licensing and Regulation at 920 Colorado, Austin, Texas 78701 or P.O. Box 12157, Austin, Texas 78711, (800) 803-9202. CANCELLATION section is amended to add the following: A ten percent (10%) penalty per month shall be added to a refund that is not made within forty-five (45) days after return of the **Agreement** to **Us**. If a covered claim is not paid within forty-five (45) days after **You** have filed proof of loss with **Us**, **You** may file a claim directly with 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: The first sentence in the definition of Administrator/Obligor in Section I is deleted and replaced with the following: "Administrator/Obligor, We, Us, and Our" means RMG Administrative Services dba Sidecars, Inc., 532 S. Main Street, Joplin, MO 64801 who is the Administrator/Obligor to this Agreement. 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: We may cancel this Agreement for one of the following reasons:

- (31) Nonpayment
- (32) Material misrepresentation
- (33) Substantial change in risk
- (34) Substantial breaches of contractual duties

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

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

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

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

ARBITRATION section 3, is deleted in its entirety and replaced with the following: Any matter in dispute between **You** and **Us** may be subject to arbitration as an alternative to court action pursuant to the rules of (The American Arbitration Association or other recognized arbitrator), a copy of which is available on request from **Us**. Any decision reached by arbitration shall be binding upon both **You** and **Us**. The arbitration award may include attorney's fees, if allowed by state law, and may be entered as a judgment in any court of proper jurisdiction. The arbitrator shall be prohibited from awarding punitive, consequential, special, incidental, and exemplary damages. The arbitrator may award a party only its actual damages and the arbitrator may award equitable relief including injunctive relief. An arbitration award may not be set aside in later litigation except upon the limited circumstances set forth in the Federal Arbitration Act, 9 U.S.C. §1 et Seq. An award in arbitration will be enforceable under the Federal Arbitration Act by any court having jurisdiction.

INSURANCE STATEMENT section is amended to add the following: In the event the Obligor fails to pay any claim within sixty (60) days after proof of loss has been filed, **You** may file a direct claim with Lyndon Southern Insurance Company. To do so, please call the following toll-free number for instructions: (800) 888-2738.

WASHINGTON: All references to Administrator throughout this **Agreement** are replaced with **Service Provider**. CANCELLATION section is deleted in its entirety and replaced with the following: **You** may cancel this **Agreement** by submitting a written

request to the **Dealer/Seller** stating the date upon which the cancellation is effective, and containing a copy of **Your Agreement**. During the first thirty (30) days from the **Agreement Purchase Date**, **We** or the **Dealer/Seller** will refund **You** 100% of the **Agreement Purchase Price**, less any claims paid on **Your Agreement**. After the first thirty (30) days from the **Agreement Purchase Date**, **We** or the **Dealer/Seller** will refund **You** a pro-rated amount of the **Agreement Purchase Price**, based on the months remaining, less a twenty-five dollar (\$25) cancellation fee. If **You** are the original **Agreement Holder** and **You** cancel this **Agreement** within thirty (30) days of the original **Agreement Purchase Date**, a ten percent (10%) penalty per month shall be added to a refund that is not made within thirty (30) days of return of this **Agreement** to **Us**. **We** may cancel this **Agreement** during the first thirty (30) days for the **Agreement Purchase Date** for any reason. After thirty (30) days, **We** may cancel this **Agreement** non-payment of **Agreement Purchase Price** by the **Dealer/Seller** to **Us**, or for material misrepresentation or fraud at time of sale. If **We** cancel this **Agreement**, **We** or the **Dealer/Seller** will refund **You** 100% of the **Agreement Purchase Price**. If **We** cancel this **Agreement**, **We** shall mail written notice to **You** at **Your** last known address no less than twenty-one (21) days prior to the effective date of the cancellation. The notice shall state the effective date and the reason for cancellation. If **We** have notice of a lender and a Discharge of Lien is not provided, any refund will be issued to the lender. If **Your Vehicle** is repossessed, stolen or declared a total loss, **You** authorize the lender on the Declarations Page to cancel this **Agreement**. If cancelled, the **Agreement** will not be reinstated. ARBITRATION section is amended to add the following: The Insurance Commissioner of Washington is the Service Provider's attorney to receive service of process in any action, suit or proceeding in any court, and the state of Washington has jurisdiction of any civil action in connection with this **Agreement**. Arbitration proceedings shall be held at a location in closest proximity to the service **Agreement** holder's permanent residence. **You** may file a direct claim with the insurance company at any time. **Our** obligations under this **Agreement** are insured under insurance policy number AKMC-WA issued by Lyndon Southern Insurance Company, 10151 Deerwood Park Blvd., Bldg. 100, Ste. 500, 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. The first sentence in Section III. A. is deleted and replaced with the following: Maintenance Requirements and Service History - You must follow the maintenance procedures listed below. The last sentence in Section III B. 3. is amended to read as follows: Except for emergency repairs, done outside of working hours, any claim for repairs without prior authorization will not be covered. Section V. 2. On page 5 is amended to read as follows:

2. WHEN REPAIRS ARE PERFORMED WITHOUT THE ADMINISTRATOR'S PRIOR AUTHORIZATION. THIS EXCLUSION DOES NOT APPLY TO EMERGENCY REPAIRS.

Washington Residents Only: By initialing this box, **You** acknowledge **You** have reviewed with the **Selling Dealer** the sections of this **Agreement** titled: COVERAGE, OPTIONAL COVERAGES, YOUR RESPONSIBILITIES, TERMS AND CONDITIONS, EXCLUSIONS, CANCELLATION and TRANSFER. The implied warranty of merchantability on the **Vehicle** is not waived if this **Agreement** has been Purchased within ninety (90) days of the sale of the **Vehicle** from the **Selling Dealer**.

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

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

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