

Administrative Office:
[532 S. Main Street
Joplin, MO 64801
866-217-5309]



AGREEMENT NUMBER

COMPLETE PLAN

SCHEDULE PAGE

Vehicle Information:					
Year	Make	Vehicle Model	VIN # (Vehicle Identification Number 17 Digits)	<input type="checkbox"/> New	<input type="checkbox"/> Pre-Owned
Mileage at Time of Sale	Vehicle Purchase Date	Vehicle Purchase Price	Agreement Purchase Date	Agreement Purchase Price	
				\$	
<i>Optional Equipment Mandatory Surcharge – Must be identified at time of purchase for coverage to apply (See Section II for coverage details)</i>					
<input type="checkbox"/> Diesel <input type="checkbox"/> Dual Rear Wheel <input type="checkbox"/> 4WD/AWD <input type="checkbox"/> Hybrid <input type="checkbox"/> Vehicles with lifts under 6 inches					
Purchaser Information:					
Last Name		First Name	Middle Initial	E- Mail Address	
Address		City	State	Zip	Telephone
Selling Dealer Information:					
Selling Dealer 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) <input type="checkbox"/> SILVER <input type="checkbox"/> GOLD <input type="checkbox"/> WRAP <input type="checkbox"/> PLATINUM			Deductible (If no box is marked, \$100 Deductible applies)		
Optional Coverages <input type="checkbox"/> WEAR & TEAR <input type="checkbox"/> SEALS & GASKETS <input type="checkbox"/> COMMERCIAL USE <input type="checkbox"/> HI-TECH			Classes 1-3 <input type="checkbox"/> \$0 Deductible <input type="checkbox"/> \$50 Deductible <input type="checkbox"/> Disappearing Deductible		
			Classes 4-5 <input type="checkbox"/> \$0 Deductible <input type="checkbox"/> \$50 Deductible <input type="checkbox"/> Disappearing Deductible		
Coverage begins on the Agreement Purchase Date and expires upon the passing of the number of months or miles specified below, whichever occurs first.					
Agreement Term		_____ Months		_____ Miles	

Acceptance of Terms, Conditions and Coverage

YOU ARE NOT REQUIRED TO ENTER INTO THIS **AGREEMENT** IN ORDER TO PURCHASE, LEASE OR OBTAIN FINANCING FOR THE **VEHICLE**. You should read this **Agreement** carefully. It contains the entire agreement between **You** and **Us**. It takes precedence over any other written or oral statements made to **You** with respect to this **Agreement**. This is a service agreement, not a warranty. Any modification(s), alteration(s), or change(s) to the preprinted terms and conditions is/are invalid and of no force or effect. **You** acknowledge **Your** understanding of an agreement to the **DISPUTE RESOLUTION/ARBITRATION AGREEMENT AND CLASS ACTION WAIVER** section in this **Agreement**. Refer to the **DISPUTE RESOLUTION/ARBITRATION AGREEMENT AND CLASS ACTION WAIVER** section for opt-out instructions. This **Agreement** is based on information **You** provided in this **Schedule Page**. **You** acknowledge **Your** understanding of the limited applicability of the Federal Magnuson-Moss Warranty Act as set out in this **Agreement**. **Your** signature below means that **You** have reviewed and understand the **Agreement Terms and Conditions**.

Purchaser Signature

Purchase Date

Selling Dealer Representative - Signature

**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, or via email at claims@truwarranty.com

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

AGREEMENT TERMS AND CONDITIONS

DEFINITIONS

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

- “**Administrator**” – Sidecars, Inc., 532 S. Main Street, Joplin, MO 64801, 866-217-5309.
- “**Agreement**”, “**Vehicle Service Agreement**” and “**Contract**” – This **Agreement** which **You** have purchased from **Selling Dealer** located on the Schedule Page to protect **Your Vehicle**
- “**Agreement Purchase Price**” – The amount **You** paid for this **Agreement** shown on the Schedule Page.
- “**Agreement Purchase Date**” – The date **You** purchased this **Agreement** shown on the Schedule Page.
- “**Cost**” – 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. At the Administrator's discretion, 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.
- “**Deductible**” – The amount **You** must pay for covered repairs per visit. The standard **Deductible** is \$100, unless **You** return the **Selling Dealer**, in which case there will be no **Deductible** for those covered repairs. If **Your Cost** is a warranty Deductible charge imposed by the manufacturer, this **Agreement** will pay the manufacturer's **Deductible**.
- “**Mechanical Breakdown**” – The inability of a covered component or assembly to perform as designed under normal operating conditions, due solely to defects in materials or faulty workmanship. This DOES NOT include the gradual reduction in operating performance due to wear and tear. For coverage of wear beyond service limits, the Wear and Tear option must be selected.
- “**Miles**” – The number of **Miles** shown on the Schedule Page of this **Agreement**.
- “**Months**” – The number of **Months** shown on the Schedule Page of this **Agreement**.
- “**Obligor**”, “**We**”, “**Us**”, and “**Our**” – The entity obligated to perform under this **Agreement** is Sidecars, Inc., 532 S. Main Street, Joplin, MO 64801. In the states of Arizona, California (CA Lic: 0F82046), Maine, Nevada, New Hampshire, New Mexico, Vermont, Virginia, Washington, and Wyoming, the **Obligor** is Auto Knight Motor Club, Inc. 10751 Deerwood Park Blvd., Ste. 200, Jacksonville, FL 32256. In the state of Oklahoma, the **Obligor** is Lyndon Southern Insurance Company 10751 Deerwood Park Blvd., Ste. 200, Jacksonville, FL 32256, Tel: (800) 888-2738, Oklahoma License No. 44194686.
- “**Repair Facility**” – A franchised dealer or licensed **Repair Facility**.
- “**Selling Dealer**” – The dealer from whom **You** purchased this **Agreement** shown on the Schedule Page.
- “**Vehicle**” – The covered car or truck shown on the Schedule Page.
- “**Warranty**” – Any **Warranty** of the manufacturer, state required **Warranty**, dealer **Warranty** or a **Repair Facility** guarantee.
- “**You**” and “**Your**” – The Purchaser (private individual) shown on the front of this Agreement, or an eligible person to whom this Agreement has been properly transferred.

COVERAGE

In return for payment by **You** of the **Agreement Purchase Price** and subject to all the terms of this **Agreement**, **We** agree with **You** as follows:

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

1. SILVER COVERAGE

If you selected Silver Coverage, the below listed components are eligible for coverage, subject to the terms and conditions. Any component(s) not specifically listed for coverage under this **Agreement** is not covered.

- A. **ENGINE** - Cylinder block, cylinder heads, and all internally lubricated parts including: pistons, piston pins, piston rings, connecting rods, connecting rod bearings, crankshaft and main bearings, camshaft and lifters/followers (**lifters or followers which have not failed, and only require cleaning are not covered**), intake and exhaust valves, push rods, rocker arm shafts, rocker arms, timing drive components including timing chains/belts (**timing chain or belt which is being changed as part of the manufacturer's preventive maintenance schedule, is not covered**). Valve train covers, intake and exhaust manifolds, flywheel, oil pump, and oil pan. Internal engine sensors. **Without the optional Seals and Gaskets coverage elected, cylinder head gaskets and intake manifold gaskets are covered for coolant leaks only.**
- B. **AUTOMATIC TRANSMISSION** – Case and all internally lubricated parts including: planetary gear systems, clutch and steel packs, clutch drums, bands, internal seals, pump, valve body, and overrunning or one way clutch assemblies. Torque converter and the torque converter housing.
- C. **STANDARD TRANSMISSION** - Case and all internally lubricated parts, including: input shaft, output shaft, idler shafts, main shaft, all internal gears, shift forks, and synchronizer assemblies.
NOTE: STANDARD TRANSMISSION CLUTCH ASSEMBLIES, LINKAGES, AND HYDRAULIC CLUTCH UNITS ARE NOT COVERED.
- D. **TRANSFER CASE** - Transfer case on all four-wheel drive vehicles and all internally lubricated parts.
- E. **DIFFERENTIAL** - Front or rear differential housing and all internally lubricated parts. Front or rear Drive Shaft, universal joints, yokes, and carrier bearing. Front or rear axles and axle joints.
NOTE: WHEEL BEARINGS AND CV OR SLIP JOINT DAMAGE DUE TO BOOT FAILURE ARE NOT COVERED.
- F. **LABOR** - Labor charges to repair or replace a covered component are based on AllData accepted flat rate time to repair or replace a covered component and the lesser of your posted labor rate or up to one hundred twenty-five dollars (\$125.00) per hour.
- G. **RENTAL CAR** - Thirty dollars (\$30.00) per day up to three (3) days after a claim has been approved. **We** are not responsible for the **Repair Facility's** inability to schedule repair or obtain parts. **We** will reimburse **You** up to thirty dollars (\$30.00) per day for every eight (8) hours, (or portion thereof), of labor time required to complete the repair, up to a maximum of three (3) days. In order to be eligible for rental reimbursement, **Your Vehicle** must be inoperable or unsafe to drive requiring that it be retained by the **Repair Facility** overnight or the covered repair must exceed a minimum of four (4) hours labor, as defined in the current year manufacturer or other accredited flat rate repair manual. This coverage does not apply to the time waiting for parts, services, weekends, or other delays beyond the control of the **Repair Facility** or the **Administrator**.
- H. **SEALS AND GASKETS** - Only covered as part of an authorized repair unless the optional Seals and Gaskets coverage is elected.
- I. **FUEL SYSTEM** - Primary Fuel Pump.
- J. **COOLING SYSTEM** - Fan and fan clutch, electric fan motor, and primary water pump.
- K. **AIR CONDITIONING** - Compressor, compressor clutch, clutch coil, evaporator, and condenser on vehicles originally equipped with factory installed air conditioning.
- L. **STEERING** - Steering gear, rack and pinion, and all internal parts. Power steering cooler and lines.
- M. **SUSPENSION** - Front or rear springs **which are broken**. Control arms, front or rear radius arm and bushings. Sway bar links. Rear trailing arms and bushings, control arm bushings, and upper or lower ball joints. Front Wheel Bearings. (**NOTE: Replacement of items worn beyond manufacturers recommendations require optional Wear & Tear Surcharge elected. Wheel alignment if needed as part of a covered repair.**)

N. BRAKES - All brake components, including all components of the anti-lock brake system including: wheel cylinders, front or rear calipers, brake springs, pins, and hardware kits, wheel speed sensors (**sensors damaged by bad wheel bearings are not covered**), brake hoses, brake lines, brake combination or proportioning valves, master cylinder, ABS pump, ABS module, ABS hydraulic unit, ABS hydraulic control unit, and ABS accumulator.

NOTE: BRAKE LININGS, PADS, ROTORS AND DRUMS ARE NOT COVERED.

O. ELECTRICAL - Alternator, voltage regulator, front, or rear wiper motors, starter motor, starter solenoid, power window motors and regulators, power seat motors, and power door lock actuators. Ignition Switch. Power antenna motor, sunroof motor, convertible motors.

NOTE: HEAD LAMP WIPER ASSEMBLIES ARE NOT COVERED

P. EMERGENCY ROAD SERVICE - In the event Your Vehicle is disabled, We will dispatch a service Vehicle to Your location to assist You. In the event Your Vehicle is unable to continue under its own power, Your Vehicle may be towed to a location of Your choosing. You will receive twenty-five (25) miles of towing at no **Cost**. Any additional mileage will be Your responsibility and payment will be expected at the time service is rendered. When calling for towing or road service, You must call [866-217-5309]. You will be required to give the representative assisting You the following information: Your Member Number (which is Your Agreement Number on the top right of the Schedule Page). Coverage: You are entitled to one (1) service per seventy-two (72) hours. Services available to You at no **Cost** are: a tow up to twenty-five (25) miles, battery jumpstart, flat tire change, fuel delivery (You are responsible for the actual **Cost** of the delivered materials), locksmith. Reimbursement: In the event Your Vehicle is disabled, and You contracted for any of the above covered services on Your own, You will be able to submit Your original receipted road service expenses for reimbursement consideration. Maximum for any covered services is strictly limited to seventy-five dollars (\$75.00). You must send Your original receipted roadside bills along with a letter of explanation to: Auto Knight Motor Club, Inc., [10151 Deerwood Park Blvd., Ste. 200, Jacksonville, FL 32256].

2. GOLD COVERAGE

If you selected Gold Coverage, the below listed components are eligible for coverage in addition to the components listed under Silver Coverage, subject to the terms and conditions. Any component(s) not specifically listed for coverage under this **Agreement** is not covered.

A. ENGINE - All factory installed sensors use to monitor engine performance, including: oxygen MAS, MAP, TPS, vacuum, coolant temp, knock, cam, crank and oil level, oil pressure, fan temperature, and EGR position sensors. Engine control module, fuel injection control module. External Engine Components: harmonic balance, crankshaft pulley, engine mounts, idler pulleys, intercooler, belt tensioners, timing cover, emission air pump and control valve, crankcase ventilation valve, EGR valve and cooler, throttle body, idle air control motor or solenoid, factory oil cooler, oil filter adapter, and thermal vacuum valves.

B. TRANSMISSION - Internal or external solenoid packs and factory electronic control modules. Powertrain module, and shift control modules.

C. DIFFERENTIAL AND TRANSFER CASES - External shift solenoids, levers, or mechanisms.

D. COOLING SYSTEM - Radiator, fan control module, heater motor, heater control module, coolant pump for heater, coolant heater solenoids or control valves.

(NOTE: ENGINE THERMOSTAT IS NOT COVERED).

E. AIR CONDITIONING - AC radiator cooling fan, drier, orifice tube, AC control module which is NOT part of the Dash AC control head, evaporator, condenser.

(NOTE: DASH AC CONTROL HEAD IS NOT COVERED).

F. STEERING - Power Steering pump (electric or mechanical).

G. ELECTRICAL - Sun roof motors, convertible top motors or actuators, wiper delay module, neutral safety switch, brake light switch, ignition key warning buzzer, power antenna, power mirrors, cruise control computer and actuator; power trunk, tailgate, hatch, and side door motors or actuators (including vacuum motors or actuators). Remote door lock receivers. **UNLESS THE OPTIONAL HI-TECH COVERAGE IS SELECTED, GPS, RADIO, STEREO SYSTEMS, CD CHANGERS, MP3 PLAYERS, TV, DISC PLAYERS, SATELLITE RADIO, AND ONSTAR UNITS ARE NOT COVERED.**

H. RENTAL CAR - Modified to thirty-five dollars (\$35.00) per day for up to five (5) days after a claim has been approved. We are not responsible for the Repair Facility's inability to schedule repairs or obtain parts. We will reimburse You up to thirty-five dollars (\$35.00) per day for every eight (8) hours, (or portion thereof), of labor time required to complete the repair, up to a maximum of five (5) days. In order to be eligible for rental reimbursement, Your Vehicle must be inoperable or unsafe to drive requiring that it be retained by the Repair Facility overnight or the covered repair must exceed a minimum of four (4) hours labor, as defined in the current year manufacturer or other accredited flat rate repair manual. This coverage does not apply to the time waiting for parts, services, weekends, or other delays beyond the control of the Repair Facility or the Administrator.

I. EMERGENCY ROAD SERVICE - Maximum dollar amount for any covered services is modified to one hundred dollars (\$100.00).

J. TRIP INTERRUPTION - In the event of covered Mechanical Breakdown which occurs more than one hundred (100) miles from Your home and results in a Repair Facility keeping the Vehicle overnight, We will reimburse You for receipted motel and restaurant expenses, up to ninety dollars (\$90.00) per day for a maximum of three (3) days. Total benefits shall not exceed two hundred seventy dollars (\$270.00) Per Occurrence. Prior authorization is not required for Trip Interruption benefits.

K. LABOR - Labor charges to repair or replace a covered component are based on AllData accepted flat rate time to repair or replace a covered component and the lesser of your posted labor rate or up to one hundred fifty dollars (\$150.00) per hour.

L. FUEL SYSTEM - Primary and secondary fuel pumps, fuel injectors, fuel rails, fuel pressure regulator(s), fuel control module.

M. TURBO/SUPERCHARGER - Factory installed turbo/supercharger, waste gate, and control module.

N. FLUIDS - Up to one hundred dollars (\$100.00) fluid allowance for any covered repair including refrigerant.

O. DIAGNOSTIC CHARGES - Up to two hours or one hundred dollars (\$100.00) diagnostics coverage (whichever is less), on an approved repair.

3. WRAP COVERAGE

Wrap Coverage is intended to cover the components that the manufacturer covered under their original basic Warranty once the initial phase of the manufacturer's Warranty has expired AND while the Vehicle is still covered under the manufacturer's powertrain Warranty.

A. WRAP COVERAGE WILL COVER ALL APPROVED REPAIRS FOR ANY FAILURE EXCEPT ANY COMPONENT THAT WAS ORIGINALLY COVERED UNDER THE MANUFACTURER'S POWER TRAIN WARRANTY, OR MANUFACTURER'S CERTIFIED PRE-OWNED (CPO) WARRANTY, AS INDICATED BY THE MANUFACTURER FOR YOUR YEAR AND MODEL VEHICLE, AND FOR THOSE ITEMS LISTED IN C. EXCEPTIONS TO WRAP COVERAGE.**

B. WRAP COVERAGE TERM: COMPLETE WRAP COVERAGE WILL START AT THE VEHICLE PURCHASE DATE AND WILL REMAIN IN EFFECT FOR THE LESSER OF THE DURATION CHOSEN OR THE EXPIRATION OF THE MANUFACTURER'S POWER TRAIN WARRANTY, OR MANUFACTURER'S CERTIFIED PRE-OWNED (CPO) WARRANTY.

C. EXCEPTIONS TO WRAP COVERAGE:

1. ALL MAINTENANCE RELATED ITEMS AND THE FOLLOWING PARTS INCLUDING, BUT NOT LIMITED TO LIGHT BULBS, LED (LIGHT EMITTING DIODE), INCLUDING ZENON AND H.I.D LIGHT BELTS, HEADLAMP, TAILLAMP ASSEMBLY, EXTERIOR LIGHTING, EXTERIOR HOUSINGS, HOSES, TUBES, LINES, FITTINGS, ASSEMBLIES, DUCTS, FILTERS, LUBRICANTS, COOLANTS, SPARK PLUGS, IGNITION COILS, GLOW PLUGS, BATTERIES, BATTERY CABLES, BATTERY GROUND STRAPS, BATTERY CONNECTIONS, BATTERY TERMINALS, WIRING HARNESSSES, TPMS (TIRE PRESSURE MONITORING SYSTEM) SENSORS, BRAKE PADS, ROTORS, DRUMS, STRUTS, SHOCKS, AIR SPRINGS, SYSTEM RESTRAINT SENSORS, AIRBAGS, IMPACT SENSORS, CLOCK SPRING, SAFETY BELTS, ANCHOR TENSIONER AND LATCH, OCCUPANT CLASSIFICATION / DETECTION SYSTEM COMPONENTS, INFLATOR MODULES, RESTRAINT SENSING MODULES, ALL EXHAUST SYSTEM COMPONENTS, INCLUDING THE CATALYTIC CONVERTER, O2

SENSORS, NOX SENSORS, EVAPORATIVE EMISSIONS, VAPOR MANAGEMENT COMPONENTS, EXHAUST MANIFOLD BOLTS; PAINT, TIRES, WHEELS, WHEEL RIMS, WHEEL STUDS, BODY COMPONENTS, HEAD BOLTS, BROKEN BOLTS, FITTINGS, CONNECTORS, COUPLERS, GLASS, PLASTIC, RUBBER, SUNROOF, MOONROOF TRACK AND FRAME, MOONROOF GUIDES, CURTAIN, SHADE, AND DRAINS; FACTORY RECOMMENDED SERVICES.

2. SERVICES SUGGESTED OR, FACTORY WARRANTY RECALLS OR TECHNICAL SERVICE BULLETINS THAT THE MANUFACTURER HAS TAKEN FINANCIAL RESPONSIBILITY FOR.
 3. ANY REPAIR WHERE THE COMPONENT HAS NOT BROKEN OR FAILED**. WRAP COVERAGE DOES NOT COVER COMPONENTS WHICH ARE NOT WORN BEYOND MANUFACTURER'S SERVICE LIMITS OR FAILED.**
 4. EXHAUST SYSTEM INCLUDING CATALYTIC CONVERTER, OTHER THAN EXHAUST MANIFOLDS.
 5. RUST OR CORROSION DAMAGE, ALL BODY REPAIRS, CONVERTIBLE TOPS, AIR OR WATER LEAKS OR DAMAGE THEY CAUSE, SQUEAKS, RATTLES, SUN DAMAGE, AND ANY WEATHER STRIPPING.
 6. ANY PART, COMPONENT, COMPUTER, MODULE, CONTROL UNIT OR RELATED FAILURE** THAT WAS ORIGINALLY COVERED UNDER THE MANUFACTURER'S POWERTRAIN WARRANTY FOR THE VEHICLE YEAR AND MODEL.
 7. UNLESS THE OPTIONAL HI-TECH COVERAGE IS SELECTED, ONSTAR SYSTEMS, SATELLITE RECEIVERS OF ANY TYPE, GPS SYSTEMS, SOUND SYSTEMS, RADIO AND STEREO UNITS, WIRELESS TRANSMITTERS, AUDIO VISUAL UNITS OR DISPLAYS, TELEVISIONS, DVD PLAYERS, SOFTWARE FOR ANY ONBOARD ELECTRONICS, MP3 PLAYERS, ANY ELECTRONIC INTERFACES ARE NOT COVERED.
 8. ANY ITEM LISTED WITHIN EXCLUSIONS – WHAT THIS AGREEMENT DOES NOT COVER
- D. **RENTAL CAR** – Fifty dollars (\$50.00) per day for up to seven (7) days after a claim has been approved. **We** are not responsible for the repair centers inability to schedule repairs or obtain parts. **We** will reimburse **You** up to fifty dollars (\$50.00) per day for every eight (8) hours, (or portion thereof), of labor time required to complete the repair, up to a maximum of seven (7) days. In order to be eligible for rental reimbursement, **Your Vehicle** must be inoperable or unsafe to drive requiring that it be retained by the **Repair Facility** overnight or the covered repair must exceed a minimum of four (4) hours labor, as defined in the current year manufacturer or other accredited flat rate repair manual. This coverage does not apply to the time waiting for parts, services, weekends, or other delays beyond the control of the **Repair Facility** or the **Administrator**.
- E. **EMERGENCY ROAD SERVICE** – In the event **Your Vehicle** is disabled, **We** will dispatch a service **Vehicle** to **Your** location to assist **You**. In the event **Your Vehicle** is unable to continue under its own power, **Your Vehicle** may be towed to a location of **Your** choosing. **You** will receive twenty-five (25) miles of towing at no **Cost**. Any additional mileage will be **Your responsibility and payment will be expected at the time service is rendered**. When calling for towing or road service, **You** must call [866-217-5309]. **You** will be required to give the representative assisting **You** the following information: **Your** Member Number (which is **Your** Agreement Number on the top right of the Schedule Page). Coverage: **You** are entitled to one (1) service per seventy-two (72) hours. Services available to **You** at no **Cost** are: a tow up to twenty-five (25) miles, battery jumpstart, flat tire change, fuel delivery (**You** are responsible for the actual **Cost** of the delivered materials), locksmith. Reimbursement: In the event **Your Vehicle** is disabled, and **You** contracted for any of the above covered services on **Your** own, **You** will be able to submit **Your** original receipted road service expenses for reimbursement consideration. Maximum for any covered services is strictly limited to seventy-five dollars (\$75.00). **You must send Your original receipted roadside bills along with a letter of explanation to: Auto Knight Motor Club, Inc., [10151 Deerwood Park Blvd., Ste. 200, Jacksonville, FL 32256].**
- F. **TRIP INTERRUPTION** – In the event of covered **Mechanical Breakdown** which occurs more than one hundred (100) miles from **Your** home and results in the **Repair Facility** keeping the **Vehicle** overnight, **We** will reimburse **You** for receipted motel and restaurant expenses, up to ninety dollars (\$90.00) per day for a maximum of three (3) days. **Total benefits shall not exceed two hundred seventy dollars, (\$270.00) Per Occurrence.** Prior authorization is not required for Trip Interruption benefits.
- G. **LABOR** – Labor rate is modified up to one hundred fifty dollars (\$150.00) based on AllData accepted flat rate time to repair or replace a covered component as part of an authorized repair.
- H. **FLUIDS** – Up to two hundred dollars (\$200.00) fluid allowance for any covered repair including R134a refrigerant.
- I. **DIAGNOSTIC CHARGES** – Up to two hours or two hundred dollars (\$200.00) diagnostics coverage (whichever is less), on an approved repair.

4. PLATINUM COVERAGE

If **You** selected Platinum Coverage, the below listed components are eligible for coverage in addition to the components listed under Silver Coverage, Gold Coverage, and items D-I listed under Wrap Coverage, subject to the terms and conditions. Platinum coverage includes coverage on all factory installed mechanical or electrical components except those items listed below and within Exclusions – What this Agreement Does Not Cover. Any component(s) not specifically listed for coverage under this **Agreement** is not covered.

A. EXCEPTIONS TO COMPLETE PLATINUM COVERAGE:

1. All maintenance related items and the following parts including, but not limited to light bulbs, including Zenon and H.I.D light bulbs, headlamp, taillamp assembly, exterior lighting, exterior housings, hoses, tubes, lines, fittings, assemblies, ducts, filters, lubricants, coolants, spark plugs, ignition coils, glow plugs, batteries, battery cables, battery ground straps, battery connections, battery terminals, wiring harnesses, TPMS (tire pressure monitoring system) sensors, brake pads, rotors, drums, struts, shocks, air springs, system restraint sensors, airbags, impact sensors, clock spring, safety belts, anchor tensioner and latch, occupant classification / detection system components, inflator modules, restraint sensing modules, all exhaust system components, including the catalytic converter, O2 sensors, NOX sensors, evaporative emissions, vapor management components, exhaust manifold bolts; paint, tires, wheels, wheel rims, wheel studs, body components, head bolts, broken bolts, fittings, connectors, couplers, glass, plastic, rubber, sunroof, moonroof track and frame, moonroof guides, curtain, shade, and drains; factory recommended services.
 2. Service suggested or required factory Warranty, recalls or Technical Service Bulletins.
 3. Any repair where the component has not broken or Failed**. COVERAGE DOES NOT COVER COMPONENTS WHICH ARE NOT WORN BEYOND MANUFACTURER'S SERVICE LIMITS OR FAILED.**
 4. Rust or corrosion damage, all body repairs, convertible tops, air or water leaks or damage they cause, squeaks, rattles, sun damage, and any weather stripping.
 5. UNLESS THE OPTIONAL HI-TECH COVERAGE IS SELECTED, ONSTAR SYSTEMS, SATELLITE RECEIVERS OF ANY TYPE, GPS SYSTEMS, SOUND SYSTEMS, RADIO AND STEREO UNITS, WIRELESS TRANSMITTERS, AUDIO VISUAL UNITS OR DISPLAYS, TELEVISIONS, DVD PLAYERS, SOFTWARE FOR ANY ONBOARD ELECTRONICS, MP3 PLAYERS, ANY ELECTRONIC INTERFACES ARE NOT COVERED.
 6. Any item listed within Exclusions – What this Agreement Does Not Cover.
- B. **RENTAL CAR** – Fifty dollars (\$50.00) per day for up to seven (7) days after a claim has been approved. **We** are not responsible for the repair centers inability to schedule repairs or obtain parts. **We** will reimburse **You** up to fifty dollars (\$50.00) per day for every eight (8) hours, (or portion thereof), of labor time required to complete the repair, up to a maximum of seven (7) days. In order to be eligible for rental reimbursement, **Your Vehicle** must be inoperable or unsafe to drive requiring that it be retained by the **Repair Facility** overnight or the covered repair must exceed a minimum of four (4) hours labor, as defined in the current year manufacturer or other accredited flat rate repair manual. This coverage does not apply to the time waiting for parts, services, weekends, or other delays beyond the control of the **Repair Facility** or the **Administrator**.

OPTIONAL COVERAGES

1. **Wear & Tear Coverage** - When selected on the Schedule Page and paid for, **We** agree to provide coverage for covered components that are worn beyond manufacturer's specifications.
 2. **Seals & Gaskets** - When selected on the Schedule Page and paid for, **We** agree to the replacement of seals and gaskets which are leaking fluids (lubricants or coolant). Slight seepage is not considered to be a covered repair (**size of a quarter in 24 hours**). (**Note: Vacuum leaks are not covered**)
 3. **Commercial Use** - When selected on the Schedule Page and paid for, **We** agree to provide coverage for any **Vehicle** licensed or used for business purposes, including delivery services or a contractor. Excluded vehicles include taxis, emergency, police, limo, shuttles, rental, tow, and dump vehicles.
 4. **Hi-Tech Coverage** - When selected on the Schedule Page and paid for, **We** agree to provide coverage on the following components: OnStar systems, satellite receivers of any type, GPS systems, sound systems, radio and stereo units, wireless transmitters, audio visual units or displays, televisions, DVD players, software for any onboard electronics, MP3 players, any electronic interfaces. **Our maximum limit of liability for all these optional covered components shall not exceed \$3,000 in the aggregate.**
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YOUR RESPONSIBILITIES

- A. **Maintenance Requirements and Service History** - In order to keep Your Agreement valid, You must follow Your manufacturer's maintenance procedures as listed below. If Your failure to follow Your manufacturer's maintenance 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 the services performed and maintenance parts replaced, handwritten receipts will not be accepted. All scheduled maintenance services must be performed by a licensed Repair Facility. We may require You to furnish the Administrator with proof that the specified services have been performed. Failure to show proof of servicing may result in denial of coverage.
 - B. **Filing a Claim** - If Your Vehicle incurs a Mechanical Breakdown, You must take the following steps to file a claim:
 1. **Prevent Further Damage** - Take immediate action to protect Your Vehicle from further damage. Your Contract will not cover the damage caused by not securing a timely repair when a Mechanical Breakdown has occurred. You are responsible for observing Your Vehicle warning lights and gauges and taking appropriate action immediately to prevent further damage. Failure to do so may result in the denial or the limitation of Coverage.
 2. **Take Your Vehicle to any licensed Repair Facility.** If You are within fifty (50) miles of the Selling Dealer, We recommend that You return to the dealer for repairs. If You are outside fifty (50) miles of the Selling Dealer and it is not possible or not practical to deliver Your Vehicle to the Selling Dealer, call the Administrator for instructions. 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, or via email at claims@truwarranty.com.
 3. **Provide Repair Facility with a copy of Your Contract and/or Your Agreement Number.**
 4. **Prior Approval** - Prior to any repair being made, have the Repair Facility contact the Administrator with the estimate of repairs containing both parts and labor, and to obtain an authorization for the claim. The Administrator can be contacted Monday through Friday, 8:00 a.m. to 6:00 p.m. EST at 1-866-217-5309, or via email at claims@truwarranty.com. Emergency repairs, done outside of working hours, may be submitted to Customer Service with a letter of explanation within two (2) business days of the emergency repair. If it is determined that a covered component has failed and the estimate for the repair is agreed upon by Our adjuster, an authorization number will be issued by the Administrator. The amount authorized by the Administrator is the maximum amount that will be paid for repairs covered under the terms of this Contract. No repairs are to be made on Your Vehicle until an authorization number is issued by the Administrator. Any claim for repairs without prior authorization will not be covered.
 5. **Authorize teardown** - 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. You are responsible for the cost of any necessary diagnostic or teardown costs for non-covered repairs.
 6. **Allow the Administrator to inspect Your Vehicle prior to any repairs being made.**
 7. **After investigating Your Vehicle's component failure, in case of a discrepancy in findings, the Administrator reserves the right to have repairs done at a location other than the one You have selected.**
 8. **Payment of Claims** - To obtain payment for a covered repair You, or the Repair Facility must submit a legible copy or original repair order to the Administrator. Repair orders must be readable and understandable, and contain the following information: Repair Facility name, address and phone number, Your name, address and phone number, repair diagnosis, parts and labor hours, authorization number, vehicle identification number, vehicle mileage, year, make and model. Authorization number issued by the Administrator must appear on all receipts submitted for reimbursement. No invoices will be processed without a valid authorization number. Once authorization is obtained, and the repair is completed, all repair orders and documentation must be submitted to the Administrator within 180 days to be eligible for payment.
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TERMS AND CONDITIONS

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

1. **Agreement Period** - The term of this Agreement is the Months or Miles as shown on the Agreement. The term begins on the Agreement Purchase Date as shown on the Schedule Page, except as noted under Wrap Coverage. The term expires upon the passing of the number of Months or Miles indicated on the Schedule Page, whichever occurs first.
2. **When And Where You Are Covered** - This Agreement applies only to Mechanical Breakdowns occurring within the Agreement Period in the continental United States of America, Alaska, and Hawaii.
3. **If You Have Other Coverage** - If the manufacturer or Repair Facility agrees to cover all or some of the Cost of a Mechanical Breakdown after a Warranty or guarantee has expired, We will pay only for any extra Cost subject to the limits of this Agreement.
4. **Limit of Liability** - Our liability for any one (1) repair visit shall in no event exceed the Vehicle's Actual Cash Value ("ACV") immediately prior to the Breakdown. Our aggregate limit of liability shall in no event exceed the original purchase price of Your Vehicle.
5. **Subrogation** - If We pay or render service for a loss, We may require You to assign to Us Your rights of recovery against others. We will not pay or render service for a loss if You impair these rights to recover. Your rights to recover from others may not be waived.
6. **Emergency Repairs** - If You are in need of emergency repairs outside of normal business hours and are unable to contact Us in order to receive prior authorization, then You may deliver Your Vehicle to any licensed Repair Facility and have repairs performed at a reasonable and customary charge. As soon as reasonably possible report the repairs to Us at 1-866-217-5309, or via email at claims@truwarranty.com, along with

copies of all repair orders in order to request a reimbursement under this Agreement. Once received, We will determine the eligibility of Your reimbursement request, subject to the terms and conditions of this Agreement. Failure to obtain prior authorization for an emergency repair will not invalidate a covered claim, if You show that it was not reasonably possible to obtain prior authorization.

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. ANY REPAIR, REPLACEMENT, OR SERVICE THAT WAS NOT PRE-AUTHORIZED BY ADMINISTRATOR, WITH THE EXCEPTION OF EMERGENCY REPAIRS REQUIRED OUTSIDE OF NORMAL BUSINESS HOURS.
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 A NON- COVERED COMPONENT, AND PREVIOUS OR IMPROPER REPAIRS. FUSES, CIRCUIT BREAKERS, SPEAKERS, STANDARD TRANSMISSION CLUTCH ASSEMBLIES, FRICTION CLUTCH DISC, PRESSURE PLATE AND ANY TIRE THAT IS NOT RECOMMENDED BY THE ORIGINAL MANUFACTURER IF IT CREATES AN ODOMETER/SPEEDOMETER VARIANCE OF 4%.
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, REGARDLESS OF THE CAUSE OF OVERHEATING, LACK OF COOLANT OR LUBRICANTS, SLUDGE.
8. FOR A MECHANICAL BREAKDOWN CAUSED BY OR INVOLVING MODIFICATIONS UNLESS THOSE MODIFICATIONS WERE PERFORMED BY THE MANUFACTURER (E.G. PROFESSIONALLY INSTALLED LIFT KITS UP TO SIX INCHES (6") WITH OVERSIZE TIRES RECOMMENDED BY THE LIFT KIT MANUFACTURER; OTHERWISE, VEHICLES WITH OVERSIZE OR UNDERSIZE TIRES WITH A SIDEWALL HEIGHT EXCEEDING 105% ARE NOT COVERED ARE ALLOWABLE UNDER THIS CONTRACT IF THE MANDATORY UPFIT SURCHARGE IS SELECTED ON THE SCHEDULE PAGE AND PAID FOR, AFTERMARKET PERFORMANCE PARTS OR SYSTEM).
9. FOR A MECHANICAL BREAKDOWN CAUSED BY ABUSE, MISUSE, ALTERATIONS OR LACK OF CUSTOMARY MAINTENANCE AS RECOMMENDED IN AGREEMENT SECTION IV 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. FOR A MECHANICAL BREAKDOWN CAUSED BY, OR FAILURE DUE TO, OIL CONSUMPTION OR COSTS INCURRED DUE TO NORMAL WEAR AND TEAR, INCLUDING, BUT NOT LIMITED TO, VALVE GRIND(S) AND/OR PISTON OR PISTON RING REPLACEMENT(S) DESIGNED TO IMPROVE ENGINE COMPRESSION OR REDUCE OIL CONSUMPTION AND DIMINISHED PERFORMANCE DUE TO NORMAL WEAR, AS WELL AS REPAIR OR REPLACEMENT OF VALVES, PISTONS, OR RINGS FOR THE PURPOSE OF RAISING THE ENGINE'S COMPRESSION WHEN A BREAKDOWN HAS NOT OCCURRED.
13. IF YOUR VEHICLE'S ODOMETER HAS BEEN STOPPED, ALTERED OR MISREPRESENTS YOUR VEHICLE'S ACTUAL MILEAGE.
14. SEALS AND GASKETS ARE NOT COVERED BY THIS AGREEMENT UNLESS REQUIRED IN CONJUNCTION WITH A COVERED REPAIR.
15. 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.
16. 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.
17. FOR A MECHANICAL BREAKDOWN WHICH EXISTED PRIOR TO, OR WAS CAUSED BY A CONDITION WHICH EXISTED PRIOR TO THE AGREEMENT PURCHASE DATE.
18. IF YOUR VEHICLE HAD BEEN DECLARED A TOTAL LOSS, SALVAGED OR JUNK VEHICLE.
19. FOR EXPENSES CHARGED FOR DISPOSAL OF ENVIRONMENTALLY UNSAFE MATERIALS.
20. FOR EXPENSES CHARGED FOR NON-SPECIFIC MATERIALS, SHOP SUPPLIES, HAZMAT, DISPOSAL FREIGHT, OR MISCELLANEOUS FEES.
21. IF YOUR VEHICLE WAS MANUFACTURED AS A NON-U.S. SPECIFICATION MODEL.
22. FOR A MECHANICAL BREAKDOWN CAUSED BY TOWING A TRAILER OR ANOTHER VEHICLE UNLESS YOUR VEHICLE IS EQUIPPED FOR THIS AS RECOMMENDED BY THE MANUFACTURER.
23. FOR A MECHANICAL BREAKDOWN CAUSED BY USING YOUR VEHICLE FOR RACING OR OTHER COMPETITION.
24. IF YOUR VEHICLE HAS BEEN MODIFIED TO PLOW SNOW, WHETHER THE SNOWPLOW BLADE IS ATTACHED TO THE VEHICLE OR NOT.
25. FOR A MECHANICAL BREAKDOWN CAUSED BY RUST OR WEATHER-RELATED CORROSION.
26. IF YOUR VEHICLE IS USED FOR COMMERCIAL PURPOSES AND YOU HAVE NOT SELECTED OR PAID FOR COMMERCIAL COVERAGE OR YOUR VEHICLE DOES NOT OTHERWISE MEET OUR CRITERIA FOR COMMERCIAL VEHICLES. 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. CERTAIN COMMERCIAL USE IS ALLOWED IF THE VEHICLE OTHERWISE MEETS THE ADMINISTRATOR'S GUIDELINES AND THE MANDATORY SURCHARGE HAS BEEN SELECTED AND PAID FOR.
27. IF YOUR VEHICLE IS AN EXOTIC VEHICLE OR IS A TRUCK RATED MORE THAN 1 TON.
28. FOR REPAIRS MADE SOLELY TO MEET OR MAINTAIN ANY GOVERNMENTAL EMISSION STANDARDS.
29. DAMAGE CAUSED TO YOUR ENGINE, TRANSMISSION, TRANSFER CASE OR AXLE ASSEMBLY RESULTING FROM WATER INGESTION.
30. FOR REPAIRS OF WATER AND AIR LEAKS, RATTLES, SQUEAKS AND WIND NOISE.
31. FOR REPAIRS RECOMMEND BY A MANUFACTURER'S TECHNICAL SERVICE BULLETIN (TSB).

32. EXHAUST SYSTEMS INCLUDING CATALYTIC CONVERTERS EXCEPT IF AN INTEGRAL PART (NON-REPLACEABLE) OF THE EXHAUST MANIFOLD.
33. ANY COMPONENT WHICH IS NOT LISTED IN THE SELECTED COVERAGE SECTION AS SHOWN ON THE SCHEDULE PAGE.

INELIGIBLE VEHICLES

The following Vehicles are ineligible under this Agreement:

1. Any imported Vehicle that was not originally manufacturer to meet U.S. Federal Motor Vehicle Standards.
2. Any Vehicle that was reconstructed from salvage, declared a total loss, declared a lemon, or if the original manufacturer's warranty was voided for any reason.
3. Any vehicle that is or will be used/equipped or identified as: farming, forestry, agriculture, welding, road construction or oil field industries; taxicab, rental, limousine, auto transport, shuttle or livery service, emergency response vehicles including police, fire, search and rescue, ambulance, paramedic, or security; mail carrier or any other pick up delivery services; waste removal, dump truck, hazardous material transportation; federal, state or city government, or military use; fleet/pool vehicles used by multiple drivers, or Commercial Use. CERTAIN COMMERCIAL USE IS ALLOWED IF THE VEHICLE OTHERWISE MEETS THE ADMINISTRATOR'S GUIDELINES AND THE MANDATORY SURCHARGE HAS BEEN SELECTED AND PAID FOR.
4. Any Vehicle equipped with a snowplow or tire modification.
5. Any Vehicle with a lift kit modification unless the lift is up to six inches (6"); the lift components are warranted for a minimum of three (3) 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

CANCELLATION OF THIS AGREEMENT

In the event the **Covered Vehicle** is repossessed, declared a total loss, or **You** give notice of cancellation, the **Agreement** shall terminate.

Cancellation by You: You may cancel this **Agreement** for any reason and at any time by submitting a written request to cancel to either the **Selling Dealer**, or the **Administrator**. Your written request to cancel must include a signed and notarized odometer statement. If Your request is received within the first thirty (30) days from the Contract Purchase Date, and no claims have been made, **You** will receive a one hundred percent (100%) refund of the Contract Purchase Price. If Your request is received after thirty (30) days from the Contract Purchase Date, or a claim has been made, **You** will receive a pro rata refund less a cancellation fee of fifty-dollars (\$50), and less the cost of any claims paid under this **Agreement**. Pro rata refunds are determined by multiplying the amount **You** paid for this **Agreement** by the lesser of the following: (a) the number of covered days remaining on the **Agreement** divided by the original number of covered days, or (b) the miles of remaining coverage under the **Agreement** divided by the original number of covered miles. If **You** cancel this **Agreement** due to the **Covered Vehicle** being declared a total loss, **You** will receive a refund calculated in accordance with the same refund calculation as listed above. In the event of a cancellation, the Lienholder, if any, will be named on the refund check and, in the event of a cancellation upon repossession, the sole payee.

Cancellation by Us: We may cancel this **Agreement** for (1) non-payment of the provider fee; (2) material misrepresentation; or (3) fraud. If **We** cancel this **Agreement** at any time, prior written notice of cancellation will be sent to **Your** last known address at least five (5) days prior to cancellation by **Us**. Prior notice shall state the effective cancellation date and the reason for cancellation. Prior notice is not required to be sent if the reason of cancellation is for non-payment of the provider fee. If this **Agreement** is cancelled by **Us** for any reason, **You** will receive a one hundred percent (100%) refund of the Contract Purchase Price, less the cost of any claims paid on this **Agreement**. No cancellation fee will apply in the event **We** cancel this **Agreement**. In the event of a cancellation, the Lienholder, if any, will be named on the refund check and, in the event of a cancellation upon repossession, the sole payee.

Cancellation by Lienholder: If **Your Vehicle** and this **Agreement** have been financed, the lienholder shown on the **Schedule Page** may cancel this **Agreement** for default of the loan agreement, or if **Your Vehicle** is declared a total loss due to accident or theft or is repossessed. In the event of a cancellation, the Lienholder, if any, will be named on the refund check and, in the event of a cancellation upon repossession, the sole payee. Lienholder refunds will be calculated in accordance with the same refund calculation as listed under **Cancellation by Us**.

Any refund due will be paid or credited within thirty (30) days of **Our**, or **Our** designee(s), receipt of **Your**, or **Lienholder**, cancellation, or within thirty (30) days of the date of cancellation by **Us**.

If this **Agreement** is voided, **Your** refund will be calculated in accordance with the same refund calculation as listed under Cancellation by Us and will be paid or credited no more than thirty (30) days from of the date this **Agreement** was voided.

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 fifty dollar (\$50) transfer fee; (2) A copy of the **Schedule 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**. IMPORTANT: This **Agreement** is not transferable to a dealer or entity in the business of selling, trading, or leasing vehicles in any event.

DISPUTE RESOLUTION / ARBITRATION AGREEMENT AND CLASS ACTION WAIVER

PLEASE READ THIS DISPUTE RESOLUTION/ARBITRATION AGREEMENT AND CLASS ACTION WAIVER, INCLUDING THE OPT-OUT PROVISION, CAREFULLY TO UNDERSTAND YOUR RIGHTS. IT REQUIRES THAT CLAIMS (AS DEFINED BELOW) BE RESOLVED SOLELY THROUGH BINDING ARBITRATION ON AN INDIVIDUAL BASIS, RATHER THAN BY A JURY OR IN A CLASS ACTION.

Arbitration is a method of resolving any Claim without filing a lawsuit. In this Arbitration Agreement and Class Action Waiver (collectively including all of this section of this **Agreement**), **You**, **We**, and the **Administrator/Obligor** (the "Parties") are agreeing to submit any and all Claims to binding arbitration on an individual basis for resolution. This Arbitration Agreement and Class Action Waiver sets forth the terms and conditions of Our **Agreement** to binding arbitration. The Parties agree that any and all claims, disputes and controversies related in any way to this **Agreement**, including but not limited to claims related to the underlying transaction giving rise to this **Agreement**, or claims related to the sale, financing or fulfillment of this **Agreement** (collectively, "Claims"), shall be resolved by final and binding arbitration. "Claims" shall be given the broadest meaning possible and includes, without limitation, Claims arising under this

Agreement, tort, statute, regulation, rule, ordinance or other rule of law or equity, and Claims against any of **Our** or the **Administrator's** owners, shareholders, members, affiliates, subsidiaries, divisions, directors, officers, employees, representatives, agents, successors, or assigns. In arbitration, Claims are resolved by an arbitrator and not by a judge or jury. **THE PARTIES, INCLUDING YOU, WAIVE ANY RIGHT TO HAVE CLAIMS DECIDED BY A JUDGE OR JURY.** In addition, except as expressly stated in the Class Action Waiver or otherwise expressly stated herein, the arbitrator shall have exclusive authority to decide all issues related to the enforcement, applicability, scope, validity, and interpretation of this Arbitration Agreement, including but not limited to any unconscionability challenge or any other challenge that the Arbitration Agreement is void, voidable or otherwise invalid. Notwithstanding this Agreement to arbitrate, each of the Parties retains the right to seek remedies in small claims court to resolve any Claim, on an individual basis, within the jurisdiction of small claims court. **You** acknowledge **Your** understanding that all Parties hereunder are waiving their rights to go to court, except for small claims court, to resolve any Claims arising under or related to this **Agreement**.

The Parties agree and acknowledge that the transaction evidenced by this **Agreement** affects interstate commerce. The Parties further agree that all issues relating to this Arbitration Agreement and Class Action Waiver, including its enforcement, scope, validity, interpretation, and implementation, will be determined pursuant to federal substantive law and the substantive and procedural provisions of the Federal Arbitration Act ("Act"), 9 U.S.C. §§ 1-16. If federal substantive law holds that state law should apply to any issue relating to this Arbitration Agreement and Class Action Waiver, then the law of the state where **You** purchased the **Agreement** shall apply, without regards to conflicts of law.

CLASS ACTION WAIVER. All Claims must be brought solely in an individual capacity, and not as a plaintiff or class member in any purported class action, collective action, representative action, mass action, private attorney general action or action on behalf of the general public, or similar proceeding (any such action is referred to herein as a "Class Action"). **NO CLAIM WILL BE ARBITRATED ON A CLASS ACTION BASIS.** The Parties, including **You**, expressly waive any right or ability to bring, assert, maintain, or participate as a class member in any Class Action in court, arbitration, or any other forum, and the right for anyone to do so on **Your** behalf. The arbitrator may not consolidate more than one person or entity's claims, and may not otherwise preside over any Class Action. The arbitrator shall not have the authority to combine or aggregate multiple persons' or entities' Claims or discovery, to conduct a Class Action or to make an award to any person or entity not a party to the arbitration. Notwithstanding anything to the contrary, the Parties agree that the enforcement, applicability, scope, validity, and/or interpretation of this Class Action Waiver shall be decided by a court of competent jurisdiction and not by an arbitrator. If this Class Action Waiver is ruled unenforceable or is interpreted to not prevent a Class Action, then the Arbitration Agreement shall be null and void, and any Claims shall proceed in a court of law and not in arbitration. The Parties agree that if an arbitrator renders a decision regarding the enforcement, applicability, scope, validity, and/or interpretation of this Class Action Waiver, or determines that a Class Action may proceed in arbitration, then: (1) the arbitrator has exceeded his powers, pursuant to §10(a)(4) of the FAA, by taking such action; (2) either party may seek immediate review of that decision by a court of competent jurisdiction; and (3) a court of competent jurisdiction shall apply a "de novo" standard of review of that decision if such standard of review is allowed by the common law or statutes of that state. The Parties, including **You**, agree that if for any reason a Claim proceeds to Court, rather than arbitration, (1) the Claim will proceed solely on an individual, non-class, non-representative basis, and (2) no Party may be a class representative or class member or otherwise participate in any Class Action.

The arbitration shall be administered by the American Arbitration Association ("AAA"). The arbitration shall be conducted pursuant to the AAA Consumer Arbitration Rules (the "Code"). Information on AAA and a copy of the Code may be found at the following URL: American Arbitration Association, www.adr.org. The arbitration will be governed by federal substantive law and the substantive and procedural provisions of the Federal Arbitration Act ("Act"), 9 U.S.C. §§ 1-16. If federal substantive law holds that state law should apply to any issue relating to the arbitration, then the law of the state where **You** purchased the **Agreement** shall apply, without regards to conflicts of law. The arbitration will occur before a single, neutral arbitrator selected in accordance with the Code in effect at the time the arbitration is commenced. If **Your** total damage claims (not including attorney's fees) do not exceed \$25,000, then all Claims shall be resolved by the Code's Procedures for the Resolution of Disputes through Document Submission, except that a Party may ask for a hearing or the arbitrator may decide that a hearing is necessary. If a hearing is held, **You** have a right to attend the arbitration hearing in person, and **You** may choose to have any arbitration hearing held in the county in which **You** live, the closest AAA location to **Your** residence, or via telephone. In the event that the specified arbitration forum is unavailable, the Parties may agree on a substitute arbitration forum. If the Parties cannot agree, a court of competent jurisdiction may appoint a substitute arbitration forum. For information about how to initiate arbitration with the AAA, the Parties may refer to the AAA Code and forms at www.adr.org. If **You** initiate arbitration with AAA, **You** must pay the AAA filing fee in an amount no greater than the fee **You** would have to pay if **You** filed a complaint in federal court. **We** will pay any remaining Costs of arbitration required by the Code ("Arbitration Costs"); however, if the arbitrator determines that any of **Your** claims are frivolous, **You** shall bear all of the Arbitration Costs. If **We** initiate arbitration against **You**, **We** will pay the AAA filing fee and the Arbitration Costs. Each party will pay his/her/its own attorney's fees, as well as costs relating to proof and witnesses, regardless of who prevails, unless applicable law and/or the Code gives a party the right to recover any of those fees from the other party. An arbitration award may not be set aside except upon the limited circumstances set forth in the Federal Arbitration Act. An award in arbitration will be enforceable under the Federal Arbitration Act by any court having jurisdiction. The time for commencing an arbitration asserting any Claim shall be determined by reference to the applicable statute(s) of limitations, including the applicable rules governing the commencement of the limitations period, and a Claim in arbitration is barred to the same extent it would be barred if it were asserted in court of law or equity rather than in arbitration.

If any portion of this Arbitration Agreement is deemed invalid or unenforceable, all the remaining portions of this Arbitration Agreement shall nevertheless remain valid and enforceable, provided, however, that if any portion of the Class Action Waiver is deemed invalid or unenforceable, then this Arbitration Agreement shall be invalidated and unenforceable in its entirety. In the event of a conflict or inconsistency between this Arbitration Agreement and Class Action Waiver and the other provisions of this Agreement or any other Agreement, this Arbitration Agreement and Class Action Waiver governs.

OPT-OUT PROVISION. YOU SHALL HAVE THE RIGHT TO OPT OUT OF THIS ARBITRATION AGREEMENT AND CLASS ACTION WAIVER BY PROVIDING WRITTEN NOTICE OF YOUR INTENTION TO DO SO TO US WITHIN THIRTY (30) DAYS OF THE PURCHASE OF THIS AGREEMENT THE DATE OF PURCHASE BEING INDICATED ON YOUR AGREEMENT. To opt out, **You** must send written notice to either: (1) 10751 Deerwood Park Blvd., Suite 200, Jacksonville, FL 32256, Attn: Legal or (2) legal@fortegra.com, with the subject line, "Arbitration/Class Action Waiver Opt Out." **You** must include in **Your** opt out notice: (a) **Your** name and address; (b) the date **You** purchased **Your** Agreement; and (c) the Seller. If **You** properly and timely opt out, then all Claims will be resolved in court rather than arbitration.

INSURANCE STATEMENT

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

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

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

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

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

ADDITIONAL DISCLOSURES

PRIVACY POLICY: It is Our policy to respect the privacy of Our customers. For information on Our privacy practices, please review Our privacy policy at www.fortegra.com.

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

LIMITATION OF LIABILITY: THIS AGREEMENT SETS OUT THE FULL EXTENT OF OUR RESPONSIBILITIES. NEITHER THE OBLIGOR NOR THE PROGRAM ADMINISTRATOR SHALL BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, EXPENSES ARISING OUT OF THIRD PARTY CLAIMS, LOSS OF USE OF THE VEHICLE, INCONVENIENCE, OR ANY OTHER LOSS), WHETHER OR NOT CAUSED BY OR RESULTING FROM BREACH OF CONTRACT, NEGLIGENCE, OR OTHER WRONGFUL ACT OR OMISSION, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NEITHER THE OBLIGOR NOR THE PROGRAM ADMINISTRATOR AUTHORIZE ANY PERSON, ENTITY OR DEALER TO CREATE FOR THEM ANY OTHER OBLIGATION OR LIABILITY IN CONNECTION WITH THIS PRODUCT.

STATE DISCLOSURES

THIS CONTRACT IS AMENDED TO COMPLY WITH THE FOLLOWING STATE REQUIREMENTS AND DISCLOSURES. WE HAVE MADE EVERY EFFORT TO INCLUDE ALL REQUIRED STATE NOTICES; HOWEVER, SHOULD A REQUIRED NOTICE BE IN EFFECT AS OF THE AGREEMENT PURCHASE DATE NOT BE LISTED BELOW, SUCH STATE LAW OR REGULATION WILL TAKE PRECEDENCE OVER THE TERMS OF THIS AGREEMENT.

ALABAMA

Within the "Definitions" section, the following is amended: "**Obligor, We, Us, and Our** means RMG Administrative Services, dba Sidecars, Inc., 532 S. Main Street, Joplin, MO 64801 who is the **Obligor** to this **Agreement**."

Within the "Cancellation of this Agreement" section, the following sentence(s) is amended: "If **Your** request is received after thirty (30) days from the Agreement Purchase Date, or a claim has been made, **You** will receive a pro rata refund less a cancellation fee of twenty-five-dollars (\$25), and less the cost of any claims paid under this **Agreement**."

Within the "Cancellation of this Agreement" section, the following sentence(s) is added: "A ten percent (10%) penalty per month shall be added to a refund that is not made within forty-five (45) days of the return of this **Agreement** to **Us**."; "If **We** cancel this **Agreement** at any time, prior written notice of cancellation will be sent to **Your** last known address at least five (5) days prior to cancellation by **Us**. Prior notice shall state the effective cancellation date and the reason for cancellation."

ALASKA

Within the "Cancellation of this Agreement" section, the following sentence(s) is amended: "If **Your** request is received after thirty (30) days from the **Agreement Purchase Date**, or a claim has been made, **You** will receive a pro rata refund less a cancellation fee of fifty dollars (\$50.00) or seven and a half percent (7.5%) of the **Service Contract** price, whichever is less, and less any claims paid."; "**We** may only cancel this **Agreement** for the following reasons: (1) **Your** nonpayment of the **Agreement Purchase Price**; (2) **Your** conviction for a crime having as one of its necessary elements an act increasing a hazard covered by this **Agreement**; (3) discovery of fraud or material misrepresentation made by **You** in obtaining the **Agreement** or pursuing a claim under the **Agreement**; (4) discovery of a grossly negligent act or omission by **You** that substantially increases the hazards covered by this **Agreement**; (5) physical changes in the **Vehicle** that result in the **Vehicle** becoming ineligible for coverage under the **Agreement**; or (6) a substantial breach of duties by **You** related to the **Vehicle**. If **We** cancel this **Agreement**, **We** will mail a written notice stating the effective date of and reason for cancellation to **Your** last known address at least five (5) days prior to cancellation, unless the reason for cancellation is nonpayment or a material misrepresentation."

Within the "Cancellation of this Agreement" section, the following sentence(s) is added: "A ten percent (10%) penalty per month shall be added to a refund that is not made within forty-five (45) days of the return of this **Agreement** to **Us**."

Within the "Terms and Conditions" section, the following sentence(s) is added: "This **Agreement** does not provide coverage for damages for bad faith, punitive or exemplary damages, personal injury including bodily injury, property damage (except as specifically stated in the **Agreement**), and attorney's fees."; "No claim will be denied for timeliness unless the late reporting prejudiced the **Administrator**"; "If more than one warranty or insurance policy can be applied to a claim, coverage under this **Agreement** shall be excess over all other such coverage(s), whether collectible or not."

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 and Financial Institutions, Consumer Protection Division, 100 N. 15th Ave., Ste. 261, Phoenix, AZ 85507; Tel: (602) 364-2499; www.difi.az.gov.

Within the "Exclusions – What This Agreement Does Not Cover" section, the following sentence(s) is amended: "For a Mechanical Breakdown which existed, or was caused by a condition which existed, prior to the **Agreement Purchase Date**, unless such conditions were known or should reasonably have been known by the **Selling Dealer** at the time this **Agreement** was sold."

Within the "Cancellation of this Agreement" section, the following sentence(s) is amended: "If this **Agreement** is cancelled at any time, **You** will receive a pro rata refund less a cancellation fee of fifty dollars (\$50), or ten percent (10%) of the **Agreement Purchase Price**, whichever is less, and less any claims paid on **Your Agreement**"; "**We** may cancel this **Agreement** for: 1) material misrepresentation by **You**; 2) substantial breaches of contractual duties, conditions, or warranties; or 3) for non-payment of the **Agreement Purchase Price**. The **Administrator**, insurer, or its representatives may not cancel or void this **Agreement** for reasons which are within the knowledge and/or control of the **Selling Dealer** including, but not limited 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, 4) ineligibility of parts for coverage under the program, 5) pre-existing conditions, if such conditions were known or should reasonably have been known by **Us** or the **Selling Dealer**, and 6) ineligibility for the program, including gray market, high performance and GM diesel vehicles."

ARKANSAS

Arbitration clause is non-binding and voluntary.

Within the "Definitions" section, the following sentence(s) is added: "Punitive Damages – Damages imposed to punish a wrongdoer and to deter others from similar conduct."

Within the "Terms and Conditions" section, the following sentence(s) is added: "Subrogation – The insurer is entitled to recovery only after **You** have been fully compensated for the loss sustained."

Within the "Cancellation of this Agreement" section, the following sentence(s) is amended: "If **You** request is received within the first thirty (30) days from the **Agreement Purchase Date**, and no claims have been made, **You** will receive a one hundred percent (100%) refund of the **Agreement Purchase Price**, less a cancellation fee of fifty-dollars (\$50)."

CALIFORNIA

California License No. 0F82046

Within the "Insurance Statement" section, the following sentence(s) is amended: "Performance to **You** under this **Agreement** is guaranteed by a California approved insurance company. **You** may file a claim with the insurance company if any promise made in the **Agreement** has been denied or has not been honored within sixty (60) days after **Your** request. The name and address of the insurance company is Response Indemnity Company of California, 10751 Deerwood Park Blvd., Ste. 200, Jacksonville, FL 32256. If **You** are not satisfied with the insurance company's response, **You** may contact the California Department of Insurance at 1-800-927-4357 or access the department's Internet Web site (www.insurance.ca.gov)"

Within the "Terms and Conditions" section, the following sentence(s) is added: "**We** will be liable for any claim reported to **Us** if the claim is reported prior to the effective date of cancellation and is covered by the **Agreement**"; "**You** are deemed to have reported a claim if **You** have completed the first step required under this **Agreement** for reporting a claim."

Within the "Cancellation of this Agreement" section, the following sentence(s) is amended: "If **You** request is received within the first sixty (60) days from the Agreement Purchase Date, and no claims have been made, **You** will receive a one hundred percent (100%) refund of the Agreement Purchase Price. If **You** request is received after sixty (60) days from the Agreement Purchase Date, or a claim has been made, **You** will receive a pro rata refund less a cancellation fee of ten percent (10%) of the **Agreement Purchase Price** or twenty-five dollars (\$25), whichever is less, and less the cost of any claims paid under this **Agreement**"; "**We** may cancel this **Agreement** during the first sixty (60) days of the **Agreement Purchase Date** for any reason. If **We** cancel this **Agreement** within the first sixty (60) days **We** will mail written notice of cancellation to **You** at **Your** address as listed on the **Schedule** and that notice will be postmarked prior to the sixty-first (61st) day from the **Agreement Purchase Date**. After sixty (60) days, **We** may cancel this **Agreement** due to material misrepresentation or fraud at the time of sale, or **Your** failure to pay the **Agreement Purchase Price**. If **We** cancel this **Agreement**, **We** will mail written notice of cancellation to **You** at **Your** address as listed on the **Schedule** at least five (5) days prior to cancellation. The notice shall state the effective date of the cancellation and the reason for the cancellation. This **Agreement** ceases to be valid no less than five (5) days after the postmark date of the notice. If **We** cancel this **Agreement**, **We** or the **Seller** will refund **You** one hundred percent (100%) of the **Agreement Purchase Price**, less any claims paid by **Us**. No cancellation fee will apply in the event **We** cancel this **Agreement**. Any refund will be sent to the **Vehicle's** lienholder unless the lien is satisfied. If the **Administrator** cancels this **Agreement** and a refund is owed, the refund will be paid or credited within thirty (30) days from the effective date of the cancellation. In the event that **We** cancel this **Agreement**, **We** will be liable for any claim reported to **Us** if the claim is reported prior to the effective date of cancellation and is covered by the **Agreement**."

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

CONNECTICUT

Unresolved complaints may be addressed to the State of Connecticut, Insurance Department, P.O. Box 816, Hartford, CT 06142-0816, Attention: Consumer Affairs.

This **Service Contract** does not include in-home service.

The costs of transporting the **Vehicle** will not be paid for by the **Administrator**.

Within the "Terms and Conditions" section, the following paragraph is added: "If this **Agreement** is for less than one year of coverage, this **Agreement** will be extended by the total number of days the **Vehicle** undergoes repairs at a licensed **Repair Facility**. If this **Agreement** expires while the **Vehicle** is undergoing repairs, this **Agreement** will be extended until repairs are complete."

Within the "Cancellation of this Agreement" section, the following sentence(s) is amended: "**You** may cancel this **Agreement** at any time and for any reason by submitting a written request to cancel to either the **Selling Dealer**, or the **Administrator**."

GEORGIA

The "Dispute Resolution / Arbitration Agreement and Class Action Waiver" section of this Agreement is deleted in its entirety.

Within the "Cancellation of this Agreement" section, the following sentence(s) is amended: "If **You** request is received within the first thirty (30) days from the **Agreement Purchase Date** **You** will receive a one hundred percent (100%) refund of the **Agreement Purchase Price**, less any claims paid on the **Agreement**. If **You** request is received after thirty (30) days from the **Agreement Purchase Date**, **You** will receive a pro rata refund less an administrative fee of fifty-dollars (\$50) or ten percent (10%) of the **Agreement Purchase Price**, whichever is less, and less any claims paid on **Your Agreement**"; "If **We** cancel this **Agreement** at any time, prior written notice of cancellation will be sent to **You** last known address with no less than thirty (30) days prior to cancellation by **Us**. Prior notice shall state the effective cancellation date and the reason for cancellation. If this **Agreement** is cancelled by **Us** for any reason other than for non-payment of the provider fee, **You** will receive a one hundred percent (100%) refund of the **Agreement Purchase Price**, less an administrative fee of fifty-dollars (\$50) or ten percent (10%) of the **Agreement Purchase Price**, whichever is less, and less any claims paid on **Your Agreement**."

Within the "Cancellation of this Agreement" section, the following sentence(s) is added: "A ten percent (10%) penalty per month shall be added to a refund that is not made within forty-five (45) days of the return of this **Agreement** to **Us**."

Within the "Exclusions – What This Agreement Does Not Cover" section, the following sentence(s) is amended: "For a **Mechanical Breakdown** caused by or involving collision, fire, theft, conditions of the environment, damage that results from alterations made by **You** or with **Your** knowledge, misusing the **Vehicle**, tampering with the **Vehicle**, making improper adjustments, improper fuels, improperly maintain the **Vehicle**, failing to maintain the **Vehicle** within manufacturer's recommendations, damage or failure of a covered component cause by a non-covered component, and previous or improper repairs. Fuses, circuit breakers, speakers, standard transmission clutch assemblies, friction clutch disc, pressure plate and oversize/undersize tires."; "For a **Mechanical Breakdown** caused by, or involving, modifications made by **You** or with **Your** knowledge, unless those modifications were performed by the manufacturer (E.G. professionally installed lift kits up to six inches (6") with oversize tires recommended by the lift kit manufacturer; otherwise, vehicles with oversize or undersize tires are not covered are allowable under this **Contract** if the mandatory surcharge is selected on the Schedule Page and paid for, aftermarket performance parts or system)."; "For a **Mechanical Breakdown** caused abuse, alterations made by **You** or with **Your** knowledge or lack of customary maintenance as recommended in the Your Responsibilities section of this **Agreement**, and/or as recommended by the manufacturer in the owner's manual."; "If subsequent to the purchase of this **Agreement**, **Your Vehicle's** odometer has been stopped, altered or misrepresents **Your Vehicle's** actual mileage, whereby coverage under this **Contract** will be considered voided."; "For a **Mechanical Breakdown** which existed prior to, or was caused by a condition which existed prior to the **Agreement Purchase Date** and was known to **You**"; "For any **Mechanical Breakdown** cause by contamination, overheating, regardless of the cause of overheating, lack of coolant or lubricants, gelled oil."

HAWAII

Within the "Cancellation of this Agreement" section, the following sentence(s) is added: "A ten percent (10%) penalty per month shall be added to a refund that is not made within forty-five (45) days of the return of this **Agreement to Us.**"

Within the "Cancellation of this Agreement" section, the following sentence(s) is amended: "If **We** cancel this **Agreement** at any time, prior written notice of cancellation will be sent to **Your** last known address at least five (5) days prior to cancellation by **Us**. Prior notice shall state the effective cancellation date and the reason for cancellation. Prior notice is not required to be sent if the reason of cancellation is for non-payment of the provider fee, material misrepresentation by **You to Us**, or substantial breach of duties by **You** relating to the **Vehicle** or its use."

ILLINOIS

Within the "Definitions" section of this **Agreement**, the following sentence(s) is amended: "'**Administrator**' – RMG Administrative Services dba Sidecars, Inc., 532 S. Main Street, Joplin, MO 64801, 866-217-5309."; "'**Obligor**", "**We**", "**Us**", and "**Our**" – The entity obligated to perform under this **Agreement** is RMG Administrative Services dba Sidecars, Inc., 532 S. Main Street, Joplin, MO 64801."

Within the "Optional Coverages" section, the following sentence(s) is amended: "**Our maximum limit of liability for all these optional covered components shall not exceed the Vehicle** actual cash value determined immediately prior to the **Agreement Purchase Date**, or the original purchase price of the vehicle, whichever is less."

Within the "Cancellation by You" section, the following sentence(s) is amended: "If **Your** request is received after thirty (30) days from the **Agreement Purchase Date**, or a claim has been made, **You** will receive a pro rata refund less a cancellation fee of fifty-dollars (\$50) or ten percent (10%) of the **Contract Purchase Price**, whichever is less, and less any claims paid on **Your Agreement.**"

INDIANA

Your proof of payment to the issuing vendor for this **Contract** shall be considered proof of payment to the insurance company which guarantees **Our** obligation to **You**.

This **Agreement** is not insurance and is not subject to Indiana insurance law.

Within the "Definitions" section of this **Agreement**, the following sentence(s) is amended: "'**Administrator**' – RMG Administrative Services dba Sidecars, Inc., 532 S. Main Street, Joplin, MO 64801, 866-217-5309."; "'**Obligor**", "**We**", "**Us**", and "**Our**" – The entity obligated to perform under this **Agreement** is RMG Administrative Services dba Sidecars, Inc., 532 S. Main Street, Joplin, MO 64801."

Within the "Optional Coverages" section, the following sentence(s) is amended: "**Our maximum limit of liability for all these optional covered components shall not exceed the Vehicle** actual cash value determined immediately prior to the **Agreement Purchase Date**, or the original purchase price of the vehicle, whichever is less."

Within the "Insurance Statement" section of this Contract, the following sentence(s) is amended: "In the event the **Obligor** fails to perform or make payment due under this **Agreement** for an approved claim, service, or refund within sixty (60) days after **You** request the performance or payment, **You** may file a claim with Lyndon Southern Insurance Company at the address listed above."

IOWA

Iowa residents only may contact the Iowa Insurance Commissioner at the following address: Iowa Insurance Division, 1963 Bell Avenue, Suite 100, Des Moines, IA 50315, (515) 654-6600.

Within the "Coverage" section of this Agreement, paragraphs 1.F, 2.K and 3.G are amended to: "Labor - Labor charges to repair or replace a covered component are based on AllData or Mitchell flat rate time. The labor cost per hour is based on nationally accepted labor and parts manuals."

Within the "Definitions" section of this **Agreement**, the following sentence(s) is amended: "'**Administrator**' – RMG Administrative Services dba Sidecars, Inc., 532 S. Main Street, Joplin, MO 64801, 866-217-5309."; "'**Obligor**", "**We**", "**Us**", and "**Our**" – The entity obligated to perform under this **Agreement** is RMG Administrative Services dba Sidecars, Inc., 532 S. Main Street, Joplin, MO 64801."

Within the "Optional Coverage" section of this Agreement, the following sentence(s) is deleted: "Hi-Tech Coverage; Our maximum limit of liability for all these optional covered components shall not exceed \$3,000 in the aggregate."

Within the "Cancellation by You" section, the following sentence(s) is amended: "If **Your** request is received after thirty (30) days from the **Agreement Purchase Date**, or a claim has been made, **You** will receive a pro rata refund less an administrative fee of fifty-dollars (\$50) or ten percent (10%) of the **Agreement Purchase Price**, whichever is less, and less any claims paid on **Your Agreement.**"

Within the "Cancellation by Us" section, the following sentence(s) is amended: "If **We** cancel this **Agreement** at any time, prior written notice of cancellation will be sent to **Your** last known address at least fifteen (15) days prior to cancellation by **Us**. Prior notice shall state the effective cancellation date and the reason for cancellation. Prior notice is not required to be sent if the reason of cancellation is for non-payment of the provider fee, material misrepresentation by **You to Us**, or substantial breach of duties by **You** relating to the **Vehicle**. If this **Agreement** is cancelled by **Us** for any reason other than for non-payment of the provider fee, **You** will receive a one hundred percent (100%) refund of the **Agreement Purchase Price**, less the cost of any claims paid on this **Agreement.**"

Within the "Cancellation of this Agreement" section, the following sentence(s) is added: "A ten percent (10%) penalty per month shall be added to a refund that is not made within thirty (30) days of the return of this **Agreement to Us.**"

KENTUCKY

Transfer fee and Cancellation fee are not applicable.

LOUISIANA

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

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

Within the "Optional Coverages" section, the following sentence(s) is amended: "**Our maximum limit of liability for all these optional covered components shall not exceed the Vehicle** actual cash value determined immediately prior to the **Agreement Purchase Date**, or the original purchase price of the vehicle, whichever is less."

Within the "Cancellation by Us" section, the following sentence(s) is amended: "If **We** cancel this **Contract**, prior written notice of cancellation will be sent to **Your** last known address at least fifteen (15) days prior to cancellation by **Us**. Prior notice shall state the effective cancellation date and the reason for cancellation. Prior notice is not required to be sent if the reason of cancellation is for: (1) nonpayment of the **Administrator** fee; (2) material misrepresentation; or (3) a substantial breach of contractual duties by **You** related to the covered **Vehicle** or its use."

Within the "Cancellation of this Agreement" section, the following sentence(s) is added: "A ten percent (10%) penalty per month shall be added to a refund that is not made within forty-five (45) days of the return of this **Agreement to Us.**"

The **ARBITRATION** section is voluntary and non-binding.

MAINE

Within the "Cancellation of this Agreement" section, the following sentence(s) is amended: "If **Your** request is received within the first thirty (30) days from the **Agreement Purchase Date**, and no claims have been made, **You** will receive a one hundred percent (100%) refund of the **Agreement Purchase Price**, including any sales tax paid for this **Agreement**."; "If **Your** request is received after thirty (30) days from the **Agreement Purchase Date**, or a claim has been made, **You** will receive a pro rata refund less an administrative fee of fifty-dollars (\$50) or ten percent (10%) of the **Agreement Purchase Price**, whichever is less, and less the cost of any claims paid on this **Agreement**."; "If **We** cancel this **Agreement** at any time, prior written notice of cancellation will be sent to **Your** last known address at least fifteen (15) days prior to cancellation by **Us**."; "If this **Agreement** is cancelled by **Us** for any reason other than for non-payment of the provider fee, **You** will receive a one hundred percent (100%) refund of the **Agreement Purchase Price**, less an administrative fee of fifty-dollars (\$50) or ten percent (10%) of the **Agreement Purchase Price**, whichever is less, and less the cost of any claims paid on this **Agreement**."

Within the "Cancellation of this Agreement" section, the following sentence(s) is added: "A ten percent (10%) penalty per month shall be added to a refund that is not made within forty-five (45) days of the return of this **Agreement to Us**."

MARYLAND

The "Dispute Resolution / Arbitration Agreement and Class Action Waiver" section of this Agreement is deleted in its entirety.

If this **Agreement** expires while the **Vehicle** is undergoing a covered repair, this **Agreement** will be extended until covered repairs are complete.

Within the "Definitions" section, the following sentence(s) is added: "**\"Mechanical Breakdown\"** – 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, or normal wear and tear. For coverage of wear beyond service limits, the Wear and Tear option must be selected."

Within the "Cancellation of this Agreement" section, the following sentence(s) is added: "A ten percent (10%) penalty per month based upon the **Agreement Purchase Price**, shall be added to a refund that is not made within forty-five (45) days of the return of this **Agreement to Us**."

Within the "Insurance Statement" section, the following sentence(s) is amended: "If the **Obligor** fails to pay an authorized claim or any refund within sixty (60) days after proof has been filed with the **Obligor**, 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."

MASSACHUSETTS

Within the "Cancellation of this Agreement" section, the following sentence(s) is amended: "If **We** cancel this **Agreement**, prior written notice of cancellation will be sent to **Your** last known address at least five (5) days prior to cancellation by **Us**. Prior notice shall state the effective cancellation date and the reason for cancellation. Prior notice is not required to be sent if the reason of cancellation is for: (1) nonpayment of the **Administrator** fee; (2) material misrepresentation; or (3) a substantial breach of contractual duties by **You** related to the covered **Vehicle** or its use."

Within the "Cancellation of this Agreement" section, the following sentence(s) is added: "A ten percent (10%) penalty per month shall be added to a refund that is not made within forty-five (45) days of the return of this **Agreement to Us**."

MINNESOTA

Within the "Definitions" section of this **Agreement**, the following sentence(s) is amended: "**\"Administrator\"** – RMG Administrative Services dba Sidecars, Inc., 532 S. Main Street, Joplin, MO 64801, 866-217-5309."; "**\"Obligor\"**, **\"We\"**, **\"Us\"**, and **\"Our\"** – The entity obligated to perform under this **Agreement** is RMG Administrative Services dba Sidecars, Inc., 532 S. Main Street, Joplin, MO 64801."

Within the "Optional Coverages" section, the following sentence(s) is amended: "**\"Our maximum limit of liability for all these optional covered components shall not exceed the Vehicle actual cash value determined immediately prior to the Agreement Purchase Date, or the original purchase price of the vehicle, whichever is less.\"**"

Within the "Cancellation by Us" section, the following sentence(s) is amended: "If **We** cancel this **Agreement**, prior written notice of cancellation will be sent to **Your** last known address at least fifteen (15) days prior to cancellation by **Us**. Prior notice will be sent to **Your** last known address at least five (5) days prior to cancellation by **Us** if the reason of cancellation is for: (1) nonpayment of the **provider** fee; (2) material misrepresentation by **You**; or (3) a substantial breach of duties by **You** related to the covered **Vehicle** or its use."

Within the "Cancellation of this Agreement" section, the following sentence(s) is added: "If a full refund is due, a ten percent (10%) penalty per month shall be added to a refund that is not made within forty-five (45) days of the return of this **Agreement to Us**."

MISSISSIPPI

This **Agreement** is not supported by a manufacturer or distributor.

Within the "Cancellation of this Agreement" section, the following sentence(s) is amended: "If **Your** request is received after thirty (30) days from the **Agreement Purchase Date**, or a claim has been made, **You** will receive a pro rata refund less an administrative fee of fifty-dollars (\$50) or ten percent (10%) of the **Agreement Purchase Price**, whichever is less, and less the cost of any claims paid on this **Agreement**."; "If this **Agreement** is cancelled by **Us** for any reason other than for non-payment of the provider fee, **You** will receive a one hundred percent (100%) refund of the **Agreement Purchase Price**, less an administrative fee of fifty-dollars (\$50) or ten percent (10%) of the **Agreement Purchase Price**, whichever is less, and less the cost of any claims paid on this **Agreement**."; "**\"We** may cancel this **Agreement** for (1) non-payment of the provider fee; (2) material misrepresentation by **You to Us**; or (3) a substantial breach of duties by **You** related to the covered **Vehicle** or its use. If **We** cancel this **Agreement** for reason other than nonpayment of the provider fee, **You** will receive a one hundred percent (100%) refund of the unearned pro rata **Agreement Price** of the this **Agreement**, less an administrative fee of fifty-dollars (\$50) or ten percent (10%) of the **Agreement Purchase Price**, whichever is less, and less the cost of any claims paid on this **Agreement**."

Within the "Cancellation of this Agreement" section, the following sentence(s) is added: "A ten percent (10%) penalty per month shall be added to a refund that is not made within forty-five (45) days of the return of this **Agreement to Us**."

MISSOURI

Within the "Cancellation of this Agreement" section, the following sentence(s) is amended: "If **Your** request is received within the first thirty (30) days from the **Agreement Purchase Date**, and no claims have been made, **You** will receive a one hundred percent (100%) refund of the **Agreement Purchase Price**, and less the cost of any claims paid under this **Agreement**."; "If **We** cancel this **Agreement**, prior written notice of cancellation will be sent to **Your** last known address at least forty-five (45) days prior to cancellation by **Us**."

Within the "Cancellation of this Agreement" section, the following sentence(s) is added: "A ten percent (10%) penalty of the outstanding balance of the **Agreement Purchase Price** shall be added to a refund per month that is not made within forty-five (45) days of the return of this **Agreement to Us**."

MONTANA

Within the "Cancellation of this Agreement" section, the following sentence(s) is amended: "Prior notice is not required to be sent if the reason of cancellation is for non-payment of the provider fee, material misrepresentation, or substantial breach by **You** related to the covered **Vehicle** or its use."

NEBRASKA

The "Dispute Resolution / Arbitration Agreement and Class Action Waiver" section of this Agreement is deleted in its entirety and replaced with: "Any claim or dispute in any way related to this **Agreement**, by a person covered under this **Agreement** against **Us** or **Us** against a person covered under this **Agreement**, may be resolved by arbitration only upon mutual consent of the parties. Arbitration pursuant to this section shall be subject to the following: No arbitrator shall have the authority to award punitive damages or attorney's fees; Neither party shall be entitled to arbitrate any claims or disputes in a representative capacity or as a member of a class; and No arbitrator shall have the authority, without the mutual consent of the parties, to consolidate claims or disputes in arbitration."

NEVADA

If **You** are not satisfied with the manner in which **We** are handling the claim on the **Agreement**, **You** may contact the Commissioner by use of the toll-free number of the Division, (888) 872- 3234 or <http://doi.nv.gov/>.

This **Agreement** is non-renewable.

Within the "Exclusions – What this Agreement Does Not Cover" section of this **Contract**, the following sentence(s) is added: "Ineligible Vehicles; The following Vehicles are ineligible under this Agreement: 7. This **Agreement** will not cover any unauthorized or non-manufacturer recommended modifications to the **Vehicle**, or any damages arising from such unauthorized or non-manufacturer recommended modifications. However, if the **Vehicle** is modified or repaired in an unauthorized or non-manufacturer recommended manner, **We** will not automatically suspend all coverage. Rather, this **Agreement** will continue to provide any applicable coverage that is not related to the unauthorized or non-manufacturer recommended modification or any damages arising therefrom, unless such coverage is otherwise excluded by the terms of this **Agreement**."

Within the "Cancellation of this Agreement" section, the following sentence(s) is amended: "If **Your** request is received after thirty (30) days from the **Agreement Purchase Date**, or a claim has been made, **You** will receive a pro rata refund less a cancellation fee of twenty-five dollars (\$25), and less the cost of any claims paid under this **Agreement**."; "No **Agreement** that has been in effect for at least seventy (70) days may be canceled by the **Administrator** before the expiration of the agreed term or one (1) year after the effective date of the **Agreement**, whichever occurs first, except on any of the following grounds: (a) Failure by **You** to pay an amount when due; (b) Conviction by **You** of a crime which results in an increase in the service required under the **Agreement**; (c) Discovery of fraud or material misrepresentation by **You** in obtaining this **Agreement**, or in presenting a claim for service thereunder; (d) Discovery of: (1) an act or omission by **You**; or (2) a violation by **You** of any condition of the **Agreement** after the effective date of the **Agreement** and which substantially and materially increases the service required under the **Agreement**; (e) A material change in the nature or extent of the required service or repair which occurs after the effective date of the **Agreement** and which causes the required service or repair to be substantially and materially increased beyond that contemplated at the time that the **Agreement** was issued or sold. Cancellation of this **Agreement** may not become effective until at least fifteen (15) days after a notice of cancellation is mailed to **You**."

Within the "Cancellation of this Agreement" section, the following sentence(s) is added: "Under no circumstances will the cost of claims paid or services provided be deducted from any refund."; "A ten percent (10%) penalty of the outstanding balance of the **Agreement Purchase Price** shall be added to a refund per month that is not made within forty-five (45) days of the return of this **Agreement to Us**."

Within the "Transfer of this Agreement" section, the following sentence(s) is amended: "(1) A check for a twenty-five dollar (\$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 (603) 271-2261 or (800) 852-3416.

The **ARBITRATION** is subject to N.H. Rev. Stat. 542.

NEW JERSEY

The product being offered is a service contract and is separate and distinct from any product or service warranty which may be provided by the manufacturer, importer, or seller.

Within the "Cancellation of this Agreement" section of this **Agreement**, the following sentence(s) is amended: "If **We** cancel this **Agreement**, prior written notice of cancellation will be sent to **Your** last known address at least five (5) days prior to cancellation by **Us**. Prior notice shall state the effective cancellation date and the reason for cancellation. Prior notice is not required to be sent if the reason of cancellation is for: (1) nonpayment of the **Administrator** fee; (2) material misrepresentation or omission; or (3) a substantial breach of contractual obligations related to the covered **Vehicle** or its use."

Within the "Cancellation of this Agreement" section, the following sentence(s) is added: "A ten percent (10%) penalty of the **Agreement Purchase Price** shall be added to a refund per month that is not made within forty-five (45) days of the return of this **Agreement to Us**."

NEW MEXICO

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

Within the "Cancellation of this Agreement" section, the following sentence(s) is amended: "If **Your** request is received after thirty (30) days from the **Agreement Purchase Date**, or a claim has been made, **You** will receive a pro rata refund less an administrative fee of fifty-dollars (\$50) or ten percent (10%) of the **Agreement Purchase Price**, whichever is less, and less the cost of any claims paid on this **Agreement**."; "No **Agreement** that has been in effect for at least seventy (70) days may be canceled by the **Administrator** before the expiration of the agreed term or one (1) year after the effective date of the **Agreement**, whichever occurs first, except on any of the following grounds: (a) Failure by **You** to pay an amount when due; (b) Conviction of **You** of a crime which results in an increase in the service required under the **Agreement**; (c) Discovery of fraud or material misrepresentation by **You** in obtaining this **Agreement**, or in presenting a claim for service thereunder; (d) Discovery of: (1) an act or omission by **You**; or (2) a violation by **You** of any condition of the **Agreement** after the effective date of the **Agreement** and which substantially and materially increases the service required under the **Agreement**. Cancellation of this **Agreement** may not become effective until at least fifteen (15) days after a notice of cancellation is mailed to **You**."

Within the "Cancellation of this Agreement" section of this **Agreement**, the following sentence(s) is added: "If **Your** refund is not paid or credited within sixty (60) days after the return of this **Agreement to Us**, **We** shall pay a penalty of ten percent (10%) of the purchase price of this **Agreement** for each thirty (30) day period or portion thereof that the refund and any accrued penalties remain unpaid."; "The right to void this **Agreement** is not transferable and applies to only the original **Agreement Holder**."

NEW YORK

Within the "Cancellation of this Agreement" section, the following sentence(s) is amended: "If **We** cancel this **Agreement** at any time, prior written notice of cancellation will be sent to **Your** last known address at least fifteen (15) days prior to cancellation by **Us**. Prior notice shall state the effective cancellation date and the reason for cancellation."

Within the "Cancellation of this Agreement" section, the following sentence(s) is added: "If a full refund is due, A ten percent (10%) penalty of the **Agreement Purchase Price** shall be added to a refund per month that is not made within thirty (30) days of the return of this **Agreement to Us**."

NORTH CAROLINA

Within the "Cancellation of this Agreement" section, the following sentence(s) is amended: "If **Your** request is received after thirty (30) days from the **Agreement Purchase Date**, or a claim has been made, **You** will receive a pro rata refund less an administrative fee of fifty-dollars (\$50) or ten percent (10%) of the **Agreement Purchase Price**, whichever is less, and less the cost of any claims paid on this **Agreement**."

Within the "Cancellation of this Agreement" section of this **Contract**, the following sentence(s) is amended: "The **Administrator** may cancel this **Contract** for nonpayment of premiums or for a direct violation of this **Agreement by You** in which this **Agreement**."

OHIO

This **Agreement** is not an insurance policy and is not subject to the insurance laws of this state.

Within the "Cancellation of this Agreement" section, the following sentence(s) is added: "In the event **You** cancel the **Agreement** and no refund is received, **You** may contact the insurance company indicated in the "Insurance Statement" section of this **Agreement** for **Your** refund."

OKLAHOMA

Oklahoma Service Warranty License# 44194686

THIS AGREEMENT IS NOT ISSUED BY THE MANUFACTURER OR WHOLESALE COMPANY MARKETING THE PRODUCT. THIS AGREEMENT WILL NOT BE HONORED BY SUCH MANUFACTURER OR WHOLESALE COMPANY. 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.

Within the "Cancellation of this Agreement" section of this **Agreement**, the following sentence(s) is amended: "If this **Agreement** is cancelled by **You** after thirty (30) days past the **Agreement** sale date or after a claim has been filed, **Your** refund shall be based upon the greater of ninety percent (90%) of the unearned pro rata provider fee or one hundred percent (100%) of the unearned pro rata provider fee, less a cancellation fee of fifty dollars (\$50.00)."; "If this **Agreement** is cancelled by **Us** after thirty (30) days past the **Agreement** sale date or after a claim has been filed, **Your** refund shall be based upon one hundred percent (100%) of unearned pro rata provider fee."

Within the "Dispute Resolution / Arbitration Agreement and Class Action Waiver" section, the following sentence(s) is added: "While arbitration is mandatory, the outcome of any arbitration shall be non-binding on the parties, and either party shall, following arbitration, have the right to reject the arbitration award and bring suit in a district court of Oklahoma."

OREGON

The "Dispute Resolution / Arbitration Agreement and Class Action Waiver" section is hereby deleted in its entirety.

If **You** have any questions regarding this **Agreement**, or a complaint against the **Obligor**, **You** may contact the Oregon Department of Consumer & Business Services, Division of Financial Regulation, Consumer Advocacy Unit at 350 Winter Street NE, Room 300, Salem, Oregon 97301, (888) 877-4894. If a settlement for a claim dispute cannot be reached, the parties may elect arbitration by mutual agreement at the time of the dispute after the claimant has exhausted all internal appeals and can be binding by **Your** consent. Arbitration will take place under the laws of the State of Oregon and will be held in the Agreement holder's county of residence or any other county in this state agreed to by both parties.

RHODE ISLAND

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

SOUTH CAROLINA

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.

Within the "Cancellation of this Agreement" section, the following sentence(s) is added: "A ten percent (10%) penalty of the **Agreement Purchase Price** shall be added to a refund per month that is not made within forty-five (45) days of the return of this **Agreement to Us**."

Within the "Cancellation of this Agreement" section of this **Agreement**, the following sentence(s) is amended: "If **We** cancel this **Agreement**, prior written notice of cancellation will be sent to **Your** last known address at least fifteen (15) days prior to cancellation by **Us**. Prior notice shall state the effective cancellation date and the reason for cancellation. Prior notice is not required to be sent if the reason of cancellation is for: (1) nonpayment of the **Administrator** fee; (2) material misrepresentation; or (3) a substantial breach of duties related to the covered **Vehicle** or its use."

TEXAS

Should a Complaint arise regarding this **Agreement**, **You** may send **Your** Complaint in writing to the **Administrator's** address listed within this **Agreement**. Please identify the contract holder, Vehicle Identification Number (VIN) and **Agreement** number listed at the top of this **Agreement** within **Your** complaint. Complaints will be handled individually and without prejudice. All unresolved complaints concerning **Us** or questions concerning the regulation of service agreement administrators may be addressed to the Texas Department of Licensing and Regulation, P.O. Box 12157, Austin, TX 78711, Tel. (800) 803-9202.

Pursuant to Section 1304.158, **You** may request reimbursement directly from the insurer if a refund or credit is not paid before the forty-sixth (46th) day after the date on which the **Agreement** is returned to the **Administrator**.

Within the "Definitions" section of this **Agreement**, the following sentence(s) is amended: "'**Administrator**' – RMG Administrative Services dba Sidecars, Inc., 532 S. Main Street, Joplin, MO 64801, 866-217-5309."; "'**Obligor, We, Us, and Our**' – The entity obligated to perform under this **Agreement** is RMG Administrative Services dba Sidecars, Inc., 532 S. Main Street, Joplin, MO 64801."

Within the "Optional Coverages" section, the following sentence(s) is amended: "**Our maximum limit of liability for all these optional covered components shall not exceed the Vehicle** actual cash value determined immediately prior to the **Agreement Purchase Date**, or the original purchase price of the vehicle, whichever is less."

Within the "Cancellation by You" section of this **Agreement**, the following sentence(s) is added: "If this **Agreement** is cancelled before the thirty-first (31st) day from the **Agreement Purchase Date**, then **You** will receive a full refund less any claims paid under this **Agreement**. If this **Agreement** is cancelled on or after the thirty-first (31st) day from the **Agreement Purchase Date**, then **You** will receive a pro rata refund, less any claims paid under this **Agreement** and a cancellation fee of fifty dollars (\$50.00)."; "

Within the "Cancellation by Us" section of this **Agreement**, the following sentence(s) is added: "If **We** cancel this **Agreement**, prior written notice of cancellation will be sent to **Your** last known address at least five (5) days prior to cancellation by **Us**. Prior notice shall state the effective cancellation date and the reason for cancellation. Prior notice is not required to be sent if the reason of cancellation is for: (1) nonpayment of the **Administrator** fee; (2) fraud or material misrepresentation by **You**; or (3) a substantial breach of duties by **You** related to the covered **Vehicle** or its use."

Within the "Cancellation of this Agreement" section of this **Agreement**, the following sentence(s) is amended: "If **Your** refund is not paid or credited within thirty (30) days of the receipt of cancellation, a ten percent (10%) penalty of the outstanding refund amount balance shall be added to the refund for each month it remains unpaid."

UTAH

This Service Agreement or warranty is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department. Coverage afforded under this Agreement is not guaranteed by the Property and Casualty Guarantee Association. The **Agreement** purchase price is payable, in full, at the time of purchase. The "Dispute Resolution / Arbitration Agreement and Class Action Waiver" section is hereby deleted in its entirety.

Within the "Definitions" section of this **Agreement**, the following sentence(s) is amended: "'**Administrator**' – RMG Administrative Services dba Sidecars, Inc., 532 S. Main Street, Joplin, MO 64801, 866-217-5309."; "'**Obligor, We, Us, and Our**' – The entity obligated to perform under this **Agreement** is RMG Administrative Services dba Sidecars, Inc., 532 S. Main Street, Joplin, MO 64801."

Within the "Terms and Conditions" section of this **Agreement**, the following sentence(s) is amended: "Failure to obtain prior authorization for an emergency repair or failure to furnish **Us** with copies of repair orders and other requested receipts or documents within thirty (30) days of the repair will not invalidate a covered claim if **You** show that it was not reasonably possible to obtain prior authorization."

Within the "Cancellation of this Agreement" section of this **Agreement**, the following sentence(s) is added: "The **Administrator** of this **Agreement** may cancel this **Agreement** with written notice to **Your** last known address with at least thirty (30) days' notice of such cancellation for the following reasons: (1) material misrepresentation related to the **Vehicle**; (2) substantial change in the risk assumed, unless the **Administrator** has reasonably foreseen the change or contemplated the risk when entering into this **Agreement**; or (3) a substantial breach of contractual duties, conditions, or warranties by **You** relating to the **Vehicle**. A ten (10) day notice will be given for non-payment cancellations."

Within the "Insurance Statement" section of this **Agreement**, the following sentence(s) is amended: "Obligations of the provider under this **Agreement** are guaranteed under a service contract reimbursement insurance policy. Should the provider fail to pay or provide service on any claim within 60 days after proof of loss has been filed, **You** are entitled to make a claim directly against the Insurance Company."

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

VERMONT

Within the "Cancellation of this Agreement" section of this **Agreement**, the following sentence(s) is amended: **We** may cancel this **Agreement** for (1) non-payment of the **Agreement Purchase Price**; (2) material misrepresentation affecting the **Agreement** or the presentation of a claim there under; or (3) fraud. If **We** cancel this **Agreement** due to non-payment of the **Agreement Purchase Price**, **We** will provide a written notice within fifteen (15) days of the cancellation date. If **We** cancel this **Agreement** for any other reason, **We** will provide a written notice with the reason for cancellation by certified mail within forty-five (45) days' notice of the cancellation date."

VIRGINIA

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

WASHINGTON

The state of Washington is the jurisdiction for any civil action in connection with this **Agreement**. The Warranty of merchantability on the **Vehicle** is not waived if the **Agreement** was purchased within ninety (90) days of the purchase date of the **Vehicle**, and the provider or the service contract seller also sold the covered **Vehicle**.

Our performance under this Contract is insured by an insurance policy issued to Us by Lyndon Southern Insurance Company (Policy No. 29 Independent), 10751 Deerwood Park Blvd, Suite 200, Jacksonville, FL 32256, (800) 888-2738.

You are entitled to apply directly to the reimbursement insurance company for payment or performance due under this **Contract**. If **You** cancel this **Agreement**, **You** may apply for a refund with the insurance company.

THIS AGREEMENT CONTAINS A BINDING ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES.

Within the "Terms and Conditions" section of this **Agreement**, the following sentence(s) is amended: "Failure to obtain prior authorization for an emergency repair or failure to furnish **Us** with copies of repair orders and other requested receipts or documents within thirty (30) days of the repair will not invalidate a covered claim if **You** show that it was not reasonably possible to obtain prior authorization."

Within the "Your Responsibilities" section, the following sentence(s) is amended: "Maintenance Requirements and Service History - You must follow Your manufacturer's maintenance procedures as listed below."

Within the "Dispute Resolution / Arbitration Agreement and Class Action Waiver" section, the following sentence(s) is amended: "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."

Within the "Cancellation of this Agreement" section, the following sentence(s) is amended: "**You** may cancel this **Agreement** by surrendering Your copy of this **Agreement** with written notice to the **Seller** or directly to **Us**. Written notice shall contain an odometer statement indicating the odometer reading at the date of the request for cancellation. If **You** cancel this **Agreement** within the first thirty (30) days and no claims have been filed, **We** will refund the entire **Agreement** Purchase Price. A ten percent (10%) penalty shall be added to any refund that is not paid or credited within thirty (30) days after return of this **Agreement** to the **Administrator** or to **Us**. If this **Agreement** is canceled after the first thirty (30) days or a claim has been filed, **We** will refund the unearned **Agreement** Purchase Price to **You** calculated on a pro-rata basis. The refund will be equal to the lesser amount produced using either the number of days the **Agreement** was in force or the number of miles the **Vehicle** was driven prior to cancellation, less a cancellation fee of twenty-five dollars (\$25). Claims paid will not be deducted from **Your** cancellation refund amount. If a refund is owed, the refund will be paid or credited within thirty (30) days from the date the **Obligor** or

Seller receive notice of cancellation from the **Agreement Holder**. In the event of cancellation, the lienholder identified on the **Schedule/Registration Page**, if any, will be named on a cancellation refund check as its interest may appear. If the **Vehicle** and this **Agreement** have been financed, the lienholder shown on the **Schedule/Registration Page** may cancel this **Agreement** for non-payment or if the **Vehicle** is declared a total loss or is repossessed. This right of cancellation does not confer ownership of this **Agreement** to the lienholder or otherwise entitle the lienholder to performance under this **Agreement**.”; **“We** may cancel this **Agreement** based on one or more of the following reasons: (1) non-payment of the **Agreement Purchase Price**; (2) a material misrepresentation made by **You**; or (3) a substantial breach of duties by **You** under the **Agreement** relating to the **Vehicle** or its use. If this **Agreement** is canceled by **Us** within thirty (30) days of the **Agreement Purchase Date**, a full refund of the total **Agreement Purchase Price** will be issued. If this **Agreement** is cancelled by **Us** after thirty (30) days, a pro-rata refund of the total **Agreement Purchase Price** based on the greater of the days in force or the miles driven compared to the total **Agreement Term** will be issued. In the event of cancellation, the lienholder identified on the **Schedule Page**, if any, will be named on a cancellation refund check as its interest may appear. Written notice of such cancellation shall include the effective date and actual reason for cancellation and shall be mailed or delivered to **You** not less than twenty-one (21) days prior to the effective date of cancellation, where such cancellation is for non-payment of the **Agreement Purchase Price**, or not less than forty-five (45) days prior to the effective date of cancellation, where such cancellation is for any other reason. **We** have only sixty (60) days from the date of the sale of the **Agreement** to the **Agreement Holder** to determine whether or not the **Vehicle** qualifies for the program. Except as set forth above, after sixty (60) days the **Vehicle** qualifies for the issued **Agreement** and the **Obligor** may not cancel the **Agreement** and is fully obligated under the terms of the **Agreement** sold to the **Agreement Holder**. If **We** cancel this **Agreement** and a refund is owed, the refund will be paid or credited within thirty (30) days from the effective date of the cancellation.”

____ By initialing this line, **You** acknowledge **You** have read and understood the following statements: (a) In order to maintain **Your** coverage under this **Agreement**, **You** must maintain the **Vehicle** consistent with the schedule and maintenance guidelines as recommended by the manufacturer set forth in the provisions under **YOUR RESPONSIBILITIES**; (b) In order to receive reimbursement for any **Claim** under this **Agreement**, **You** must follow the procedures set forth under **YOUR RESPONSIBILITIES**; (c) The specific terms of, including detailed information regarding the work, services and parts covered thereunder, for the coverage(s) of this **Contract** are set forth under **COVERAGE**; (d) **Our** obligation under this **Contract** expires as set forth on the first page of this **Agreement** under **VEHICLE INFORMATION, EXPIRATION DATE AND EXPIRATION MILES**; (e) The implied warranty of merchantability on the motor vehicle is not waived if the **Agreement** has been purchased within ninety (90) days of the purchase date of the motor **Vehicle** from a provider or service contract seller who also sold the motor **Vehicle** covered by the **Agreement**; (f) Coverage is subject to the exclusions set forth under **EXCLUSIONS** in this **Agreement**; (g) **Your** right to cancel this **Agreement** and return it for a refund are set forth under **CANCELLATION**.

WASHINGTON D.C.

Within the “Cancellation of this Agreement” section, the following sentence(s) is amended: “If **Your** request is received after thirty (30) days from the **Agreement Purchase Date**, or a claim has been made, **You** will receive a pro rata refund less a cancellation fee of fifty-dollars (\$50), or ten percent (10%) of the **Agreement Purchase Price**, whichever is less, and less any claims paid on **Your Agreement**.”;

Within the “Cancellation of this Agreement” section of this **Agreement**, the following sentence(s) is added: “Cancellation Provisions”, “A ten percent (10%) penalty per month shall be added to the refund if it is not paid or credited within forty-five (45) days after the return of this **Agreement to Us**.”

WEST VIRGINIA

Within the “Cancellation of this Agreement” section, the following sentence(s) is amended: “If **Your** request is received after thirty (30) days from the **Agreement Purchase Date**, or a claim has been made, **You** will receive a pro rata refund less the cost of any claims paid under this **Agreement**.”

Within the “Dispute Resolution / Arbitration Agreement and Class Action Waiver” section, the following sentence(s) is amended: “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.”

Within the “Insurance Statement” section, the following sentence(s) is amended: “If the Obligor fails to pay an authorized claim within fifteen (15) 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.

WISCONSIN

THIS CONTRACT IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE.

The “Dispute Resolution / Arbitration Agreement and Class Action Waiver” section is hereby deleted in its entirety.

Within the “Cancellation of this Agreement” section, the following sentence(s) is amended: “If **Your** request is received after thirty (30) days from the **Agreement Purchase Date**, or a claim has been made, **You** will receive a pro rata refund less a cancellation fee of fifty-dollars (\$50), or ten percent (10%) of the **Agreement Purchase Price**, whichever is less, and less any claims paid on **Your Agreement**.”; **“We** may cancel this **Agreement** for (1) non-payment of the provider fee; (2) material misrepresentation by **You to Us**; or (3) substantial breach of duties by the **You** relating to the covered **Vehicle** or its use. If **We** cancel this **Agreement** at any time, prior written notice of cancellation will be sent to **Your** last known address at least five (5) days prior to cancellation by **Us**. Prior notice shall state the effective cancellation date and the reason for cancellation. If this **Agreement** is cancelled by **Us**, **You** will receive a one hundred percent (100%) refund of the **Agreement Purchase Price**, less the cost of any claims paid on **Your Agreement**.”; “If this **Agreement** is cancelled, a ten percent (10%) penalty of the outstanding balance, per month, will be added to any refund due that is not paid or credited within thirty (30) days from the effective date of cancellation.” Within the “Cancellation of this Agreement” section, the following sentence(s) is added: “If **You** cancel this **Agreement** due to the **Covered Vehicle** being declared a total loss, **You** will receive a refund calculated in accordance with the same refund calculation as listed above, without a cancellation fee.”

Within the “Cancellation of this Agreement” section, the following sentence(s) is deleted: “Prior notice is not required to be sent if the reason of cancellation is for non-payment of the provider fee.”

WYOMING

The “Dispute Resolution / Arbitration Agreement and Class Action Waiver” section is hereby deleted in its entirety.

Within the “Cancellation of this Agreement” section of this **Agreement**, the following sentence(s) is amended: “If **We** cancel this **Agreement**, prior written notice of cancellation will be sent to **Your** last known address at least ten (10) days prior to cancellation by **Us**. Prior notice shall state the effective cancellation date and the reason for cancellation. Prior notice is not required to be sent if the reason of cancellation is for: (1) nonpayment of the **Administrator** fee; (2) material misrepresentation by **You to Us**; or (3) a substantial breach of duties by **You** related to the covered **Vehicle** or its use.”

Within the “Cancellation of this Agreement” section, the following sentence(s) is added: “A ten percent (10%) penalty of the **Agreement Purchase Price** shall be added to a refund per month that is not made within forty-five (45) days of the return of this **Agreement to Us**.”