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AGREEMENT NUMBER

REGISTRATION PAGE

TruVSC

Vehicle Information:					
Year	Make	Vehicle Model	VIN # (Vehicle Identification Number 17 Digits)	<input type="checkbox"/> New	<input type="checkbox"/> Pre-Owned
Mileage at Time of Sale	Vehicle Purchase Date	Vehicle Purchase Price	Agreement Purchase Date	Agreement Purchase Price \$	
Purchaser Information:					
First Name	Last Name	Middle Initial	E- Mail Address		
Address		City	State	Zip	Telephone
Seller Dealer Information:					
Selling Dealer Name			Telephone		
Address		City	State	Zip Code	
Lienholder Information:					
Lienholder Name			Telephone		
Address		City	State	Zip Code	
Agreement Information:					
Deductible: [\$200] maximum per repair visit					
Coverage begins on the Agreement Purchase date and expires upon the passing of the number of months or miles specified below, whichever occurs first.					
Agreement term		_____ Months	_____ Miles		

Acceptance of Terms, Conditions and Coverage

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

Customer Signature

Purchase Date

Selling Dealer Representative – Signature

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

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

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

I. DEFINITIONS

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

“Administrator/Obligor, We, Us, and Our”- Sidecars, Inc., [532 S. Main Street, Joplin, MO 64801] who is the **Administrator/Obligor** to this **Agreement**.

In the states of Arizona, California, Maine, Nevada, New Hampshire, New Mexico, New York, Vermont, Virginia, Washington, Wisconsin, and Wyoming, the **Obligor** is Auto Knight Motor Club, Inc. [10151 Deerwood Park Blvd., Bldg. 100, Ste. 500, Jacksonville, FL 32256]. In the states of Florida, Louisiana, and Oklahoma, the **Obligor** is Lyndon Southern Insurance Company [10151 Deerwood Park Blvd., Bldg. 100, Ste. 500, Jacksonville, FL 32256, Tel: (800) 888-2738, Florida License No. 03698 and Oklahoma License No. 44200929.] In the state of Florida, LOTSOLUTIONS, INC. is providing administration on behalf of Lyndon Southern Insurance Company.

“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.

“Deductible” - the amount **You** must pay for covered repairs per visit. The standard **Deductible** is [\$200] max per visit.

If **Your Cost** is a **Warranty Deductible** charge imposed by the manufacturer, this Agreement will pay the manufacturer’s **Deductible**.

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

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

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

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

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

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

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

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

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

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

II. COVERAGE

MECHANICAL REPAIR AGREEMENT

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

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

1. COVERED COMPONENTS INCLUDE:

- A. **ENGINE** - Cylinder block, cylinder heads, and all internally lubricated parts including: pistons, piston pins, piston rings, connecting rods, connecting rod bearings, crankshaft and main bearings, camshaft and lifters/followers (lifters or followers which have not failed, and only require cleaning are not covered), intake and exhaust valves, push rods, rocker arm shafts, rocker arms, timing drive components including timing chains/belts (timing chain or belt which is being changed as part of the manufacturer’s preventive maintenance schedule, is not covered). Valve train covers, intake and exhaust manifolds, flywheel, oil pump, and oil pan. Internal engine sensors. The engine block, cylinder heads and turbocharger/supercharger housing are also covered if the above-listed parts caused a FAILURE of the engine block, cylinder heads or turbocharger/supercharger housing.
- B. **AUTOMATIC TRANSMISSION** - Case and all internally lubricated parts including: planetary gear systems, clutch and steel packs, clutch drums, bands, internal seals, pump, valvebody, internal sensors and internal solenoids, and overrunning or one way clutch assemblies. Torque converter and the torque converter housing.
- C. **STANDARD TRANSMISSION** - Case and all internally lubricated parts, including: input shaft, output shaft, idler shafts, main shaft, all internal gears, shift forks, and synchronizer assemblies. Standard transmission clutch assemblies, linkages, and hydraulic clutch units are not covered.
- D. **TRANSFER CASE** - Transfer case on all four wheel drive vehicles if marked on Registration Page and surcharge is paid for. Transfer case on all internally lubricated parts.
- E. **DIFFERENTIAL** - Front or rear differential housing and all internally lubricated parts (excluding wheel bearings). Driveshaft universal joints. (NOTE: Front or rear CV joints and front or rear wheel bearings are NOT covered).
- F. **LABOR** - Labor charges to repair or replace a covered component are based on AllData or Mitchell flat rate time and the lesser of your posted labor rate or up to one hundred dollars (\$100.00) per hour.
- G. **SEALS AND GASKETS** - provides replacement of seals and gaskets which are leaking fluids (lubricants or coolant). Slight seepage is not considered to be a covered repair (size of a quarter in 24 hours). (NOTE: Vacuum leaks are not covered).
- H. **[LIMIT OF LIABILITY** - Our maximum liability under the Power Train coverage: Per Component – OUR LIABILITY FOR ANY ONE (1) COVERED COMPONENT SHALL IN NO EVENT EXCEED \$3,000.00 FOR ENGINE AND WATER PUMP, \$2,000.00 FOR TRANSMISSION/TRANSAXLE AND TRANSFER CASE CLAIMS \$1,000.00 AGGREGATE - THE TOTAL OF ALL CLAIMS AND BENEFITS PAID OR PAYABLE WHILE THIS AGREEMENT IS IN FORCE SHALL IN NO EVENT EXCEED THE LESSER OF THE ACTUAL CASH VALUE (ACV) OF THE VEHICLE AT THE TIME OF REPAIR AS DETERMINED BY THE NADA USED CAR GUIDE OR [NINE THOUSAND DOLLARS (\$9,000.00)].]
- I. **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 1-888-983-3590. **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 **Your** Agreement). Coverage: **You** are entitled to one (1) service per seventy-two (72) hours. Services available to **You** at no Cost are: a tow up to twenty- five (25) miles, battery jumpstart, flat tire change, fuel delivery (**You** are responsible for the actual Cost of the delivered materials), locksmith. Reimbursement: In the event **Your Vehicle** is disabled, and **You** contracted for any of the above covered services on **Your** own, **You** will be able to submit **Your** original receipted road service expenses for reimbursement consideration. Maximum for any covered services is strictly limited to one hundred dollars (\$100.00). **You** must send **Your** original receipted roadside bills along with a letter of explanation to: Administrator, Auto Knight Motor Club, Inc., 10151 Deerwood Park Blvd., Bldg. 100, Ste. 500, Jacksonville, FL 32256. All original receipts must describe **Your** vehicle including the vehicle identification number of **Your** vehicle and the pickup and destination address of the tow.

III. YOUR RESPONSIBILITIES

- A. Maintenance Requirements and Service History** - In order to keep **Your Agreement** valid, **You** must follow the maintenance procedures listed below. If **Your** failure to follow these procedures causes a **Mechanical Breakdown**, **You** may be denied coverage. **Your Vehicle** must be serviced receiving all scheduled maintenance as recommended by the **Manufacturer** in the **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. 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 Agreement** will not cover the damage caused by not securing a timely repair when a **Mechanical Breakdown** has occurred. **You** are responsible for observing **Your Vehicle** warning lights and gauges and taking appropriate action immediately to prevent further damage. Failure to do so may result in the denial or the limitation of Coverage.
 - 2. Take Your Vehicle to any licensed Repair Facility.** If **You** are within 50 miles of the issuing dealer, We recommend that **You** return to the dealer for repairs. **Your Vehicle** must be at a **Repair Facility** for a claim to be opened. If **You** need assistance in locating a **Repair Facility**, contact the **Administrator** at [1-866-217-5309].
 - 3. Provide Repair Facility with a copy of Your Agreement 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]. Emergency repairs, done outside of working hours, may be submitted to **Customer Service** with a letter of explanation for payment consideration. If it is determined that a covered component has failed and the estimate for the repair is agreed upon by **Our** adjuster, an authorization number will be issued by the **Administrator**. The amount authorized by the **Administrator** is the maximum amount that will be paid for repairs covered under the terms of this Agreement. No repairs are to be made on **Your Vehicle** until an authorization number is issued by the **Administrator**. Any claim for repairs without prior authorization will not be covered.
 - 5. Authorize Tear-Down** - Authorize the **Repair Facility** to perform necessary diagnostic work and provide “teardown” authorization so that the **Repair Facility** can provide accurate diagnosis and estimate of repairs.
 - 6. Allow the Administrator to inspect Your Vehicle** prior to any repairs being made.
 - 7. After investigating Your Vehicle’s component failure**, in case of a discrepancy in findings, the **Administrator** reserves the right to have repairs done at a location other than the one **You** have selected.
 - 8. Payment of Claims** - To obtain payment for a covered repair **You**, or the **Repair Facility** must submit a legible copy or original repair order to the **Administrator**. Repair orders must be readable and understandable, and contain the following information: **Repair Facility** name, address and phone number, **Your** name, address and phone number, repair diagnosis, parts and labor hours, authorization number, vehicle identification number, vehicle mileage, year, make and model. Authorization number issued by the **Administrator** must appear on all receipts submitted for reimbursement. No invoices will be processed without a valid authorization number. Once authorization is obtained, and the repair is completed, all repair orders and documentation must be submitted to the **Administrator** within 180 days to be eligible for payment.

IV. TERMS AND CONDITIONS

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

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

V. EXCLUSIONS – WHAT THIS AGREEMENT DOES NOT COVER

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

IN ADDITION, WE WILL NOT PAY BENEFITS:

- 1. FOR COSTS COVERED BY ANY WARRANTY OF THE MANUFACTURER, STATE REQUIRED WARRANTY, DEALER WARRANTY, INSURANCE POLICY, REPAIR FACILITY’S GUARANTEE, OR ANY OTHER GUARANTEE REGARDLESS OF WHETHER THEY HONOR SUCH WARRANTY OR**

GUARANTEE.

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

INELIGIBLE VEHICLES

The following Vehicles are ineligible under this Agreement:

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

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

VI. CANCELLATION OF THIS AGREEMENT

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

VII. TRANSFER OF THIS AGREEMENT

In the event that **You** sell the **Vehicle**, this **Agreement** shall terminate, or **You** may apply for a transfer to the new owner. If **You** choose to apply for transfer of the **Agreement** to the new owner the transfer request must be made in writing within thirty (30) days from the date of sale to a private party (non- commercial party) and include the following: (1) A check for a one hundred dollar (\$100) transfer fee; (2) A copy of the Registration 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 Purchase 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 a n individual person that purchased **Your Vehicle**. This **Agreement** may only be transferred once. **IMPORTANT: This Agreement is not transferable to a dealer or entity in the business of selling, trading or leasing vehicles in any event.**

VIII. 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/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 contract, tort, statute,

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

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

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

The arbitration shall be administered by the American Arbitration Association ("AAA"). The arbitration shall be conducted pursuant to the AAA Consumer Arbitration Rules (the "Code"). Information on AAA and a copy of the Code may be found at the following number and URL: American Arbitration Association, (800) 778-7879, www.adr.org. The arbitration will be governed by federal substantive law and the substantive and procedural provisions of the Federal Arbitration Act ("Act"), 9 U.S.C. §§ 1-16. If federal substantive law holds that state law should apply to any issue relating to the arbitration, then the law of the state where You purchased the Agreement shall apply, without regards to conflicts of law. The arbitration will occur before a single, neutral arbitrator selected in accordance with the Code in effect at the time the arbitration is commenced. If Your total damage claims (not including attorney's fees) do not exceed \$25,000, then all Claims shall be resolved by the Code's Procedures for the Resolution of Disputes through Document Submission, except that a Party may ask for a hearing or the arbitrator may decide that a hearing

is necessary. If a hearing is held, You have a right to attend the arbitration hearing in person, and You may choose to have any arbitration hearing held in the county in which You live, the closest AAA location to Your residence, or via telephone. In the event that the specified arbitration forum is unavailable, the Parties may agree on a substitute arbitration forum. If the Parties cannot agree, a court of competent jurisdiction may appoint a substitute arbitration forum. For information about how to initiate arbitration with the AAA, the Parties may refer to the AAA Code and forms at www.adr.org or call (800) 778-7879. If You initiate arbitration with AAA, You must pay the AAA filing fee in an amount no greater than the fee You would have to pay if You filed a complaint in federal court. We will pay any remaining Costs of arbitration required by the Code ("Arbitration Costs"); however, if the arbitrator determines that any of Your claims are frivolous, You shall bear all of the Arbitration Costs. If We initiate arbitration against You, We will pay the AAA filing fee and the Arbitration Costs. Each party will pay his/her/its own attorney's fees, as well as costs relating to proof and witnesses, regardless of who prevails, unless applicable law and/or the Code gives a party the right to recover any of those fees from the other party. An arbitration award may not be set aside except upon the limited circumstances set forth in the Federal Arbitration Act. An award in arbitration will be enforceable under the Federal Arbitration Act by any court having jurisdiction. The time for commencing an arbitration asserting any Claim shall be determined by reference to the applicable statute(s) of limitations, including the applicable rules governing the commencement of the limitations period, and a Claim in arbitration is barred to the same extent it would be barred if it were asserted in court of law or equity rather than in arbitration.

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

OPT-OUT PROVISION. YOU SHALL HAVE THE RIGHT TO OPT OUT OF THIS ARBITRATION AGREEMENT AND CLASS ACTION WAIVER BY PROVIDING WRITTEN NOTICE OF YOUR INTENTION TO DO SO TO US WITHIN THIRTY (30) DAYS OF THE PURCHASE OF THIS AGREEMENT (THE DATE OF PURCHASE BEING INDICATED ON YOUR AGREEMENT. To opt out, You must send written notice to either: (1) [10151 Deerwood Park Blvd., Building 100, Suite 500, 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 Selling Dealer. If You properly and timely opt out, then all Claims will be resolved in court rather than arbitration.

Privacy Policy: It is our policy to respect the privacy of our customers. For information on our privacy practices, please review our privacy policy at www.fortegra.com.

IX. INSURANCE STATEMENT

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

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

In Georgia, **Our** obligations under this **Agreement** are insured under an insurance policy issued by the Insurance Company of the South, 10151 Deerwood Park Blvd., Bldg. 100, Ste. 500, Jacksonville, FL 32256, Tel: (800) 888-2738.

In Wisconsin, **Our** obligations under this **Agreement** are backed by the full faith and credit of Auto Knight Motor Club, Inc. 10151 Deerwood Park Blvd., Bldg. 100, Ste. 500, Jacksonville, FL 32256, (800) 451-0459.

In Rhode Island, **Our** obligations under this **Agreement** are insured under an insurance policy issued by Atlantic Specialty Insurance Company, 605 North Highway 169, Suite 800, Plymouth, MN 55441, Tel: (800) 888-2738.

In New York, **Our** obligations under this **Agreement** are insured under an insurance policy issued by Blue Ridge Indemnity Company, 10151 Deerwood Park Blvd., Bldg. 100, Ste. 500, Jacksonville, FL 32256, Tel: (800) 888-2738.

In the event the **Obligor** fails to pay an authorized claim within sixty (60) days after proof of loss has been filed, You may file a direct claim with Lyndon Southern Insurance Company, Insurance Company of the South, Blue Ridge Indemnity Company or Atlantic Specialty Insurance Company. To do so, please call the following toll-free number for instructions: (800) 888-2738.

X. STATE DISCLOSURES

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

ALASKA: CANCELLATION section is amended as follows: **We** will retain a cancellation fee of seven and one half percent (7.5%) of the unearned pro rata

Agreement Purchase Price, not to exceed twenty-five dollars (\$25); to be based on the days in force, as related to **Your Agreement's** term.

ARKANSAS: Section VIII, DISPUTE RESOLUTION/ARBITRATION AGREEMENT AND CLASS ACTION WAIVER, does not apply in the state of Arkansas.

ARIZONA: Nothing in this section prevents, limits, or waives **Your** rights to file a complaint against **Us**, or seek remedy available thereto, with the Arizona Department of Insurance. CANCELLATION section is amended as follows: A twenty-five-dollar (\$25) cancellation fee is applicable; however in no event will the cancellation fee exceed 10% of the Agreement Purchase Price paid by **You**. **You** may cancel this **Agreement** by submitting a written request to the **Selling Dealer** containing a copy of **Your Agreement** and the current mileage on **Your Vehicle**. During the first thirty (30) days from the **Agreement** Purchase Date, **We** or the **Selling Dealer** will refund **You** one hundred percent (100%) of the **Agreement** Purchase Price with no deductions for any claims or pending claims. After the first thirty (30) days from the **Agreement** Purchase Date, **We** or the **Selling Dealer** will refund **You** a pro-rated amount of the **Agreement** Purchase Price, based on the lesser of the months or miles remaining, less a twenty-five-dollar (\$25) cancellation fee. **We** may not cancel or void this **Agreement** or any provisions of this **Agreement** due to (1) **Our** acts or omissions in failing to provide correct information or to perform services or repairs in a timely, competent, and workmanlike manner, (2) prior use or unlawful acts relating to the covered parts, (3) **Our** misrepresentation, (4) ineligibility of parts for coverage under the program, (5) pre-existing conditions that were known to **You**, and (6) ineligibility for the program, including gray market, high performance and GM diesel vehicles.

CALIFORNIA: If any promise made in the **Agreement** has been denied or has not been honored within sixty (60) days after Your request, You may contact the California Department of Insurance at (800) 927-4357 or access the department's Internet Web site (www.insurance.ca.gov). If **You** are not satisfied with the insurance company's response, **You** may contact the California Department of Insurance at (800) 927-4357. **PRE-EXISTING CONDITIONS** exclusion is amended as follows: a condition that existed prior to the purchase of the Agreement. CANCELLATION section is amended as follows: **You** may cancel this **Agreement** by submitting a written request to the Dealer containing a copy of **Your Agreement**. If **You** request a cancellation during the first sixty (60) days from the **Agreement** Purchase Date, **We** will refund **You** one hundred percent (100%) of the **Agreement** Purchase Price, less any claims paid on **Your Agreement**. After the first sixty (60) days from the **Agreement** Purchase Date, **We** will refund **You** a pro-rated amount of the **Agreement** Purchase Price, based on the term remaining of the **Agreement**, less a cancellation fee of either ten percent (10%) of the Agreement Purchase Price or twenty-five dollars (\$25), whichever is less. **We** may cancel this **Agreement** during the first thirty (30) days of the **Agreement** Purchase Date for any reason. After thirty (30) days, **We** may cancel this **Agreement** due to **Your** material misrepresentation or fraud at time of sale, or **Your** failure to pay the **Agreement** Purchase Price. If **We** cancel this **Agreement**, **We** or the Dealer will refund **You** one hundred percent (100%) of the **Agreement**

Purchase Price, less any claims paid by **Us**. No cancellation fee will apply in the event **We** cancel this **Agreement**. Any refund will be sent to the **Covered Vehicle's** lienholder unless the lien is satisfied. ARBITRATION section is amended as follows: The arbitrators shall not have the power to commit errors of law or legal reasoning, and the award may be vacated or corrected on appeal to a court of competent jurisdiction for any such error. All arbitration shall be handled in accordance with the California Arbitration Act (California Code of Civil Procedure, Section 1280). All references to Commercial arbitration rules are replaced with Consumer arbitration rules. The class action waiver is deleted in its entirety. The fees and costs are amended to comply with California Code of Civil Procedure, Section 1284.3. The clause stating "It is understood and agreed that the transaction evidenced by this **Agreement** takes place in and substantially affects interstate commerce" is removed in its entirety. **CONNECTICUT**: Unresolved complaints may be addressed to the State of Connecticut, Insurance Department, P.O. Box 816, Hartford, CT 06142- 0816, Attention: Consumer Affairs. If the warranty period is less than one (1) year, the coverage is automatically extended if the product is being repaired when the warranty expires. CANCELLATION section is amended as follows: **You** may cancel this **Agreement** at any time for any reason by submitting a written request to the **Selling Dealer** containing a copy of **Your Agreement**. **You** may cancel this **Agreement** if the **Vehicle** is returned, sold, lost, stolen, or destroyed.

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

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

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

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

INDIANA: **Your** proof of payment to the **Selling Dealer** for this **Agreement** shall be considered proof of payment to Lyndon Southern Insurance Company, which guarantees **Our** obligations to **You**, providing such insurance was in effect at the time **You** purchased this **Agreement**. This **Agreement** is not insurance and is not subject to Indiana insurance law.

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

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

LOUISIANA: CANCELLATION section is amended as follows: After thirty (30) days, **We** cannot cancel this **Agreement** except: (1) If there has been a material

misrepresentation or fraud at the time of sale of the **Agreement**; (2) If **You** failed to maintain the motor **Vehicle** as prescribed by the manufacturer; or (3) For non-payment of the **Agreement** Purchase Price by **You**, in which case **We** will provide **You** notice of cancellation by certified mail. The refund will be based upon a pro-rata basis. In calculating a refund, no deduction shall be allowed for any claim that has been paid under the **Agreement**. If **You** have requested cancellation within the first thirty (30) days, full refund, minus any cancellation fee, shall be issued. Cancellation fees will not exceed fifty dollars (\$50). The "less any claims paid" language does not apply in the State of Louisiana. This **Agreement** is not insurance and is not regulated by the Department of Insurance. Any concerns or complaints regarding this **Agreement** may be directed to the Attorney General.

MARYLAND: CANCELLATION section is amended as follows: If **You** are the original **Agreement** Holder and **You** cancel this **Agreement** within thirty (30) days of the original **Agreement** Purchase Date, and if no claims have been paid, a full refund will be issued. The cancellation fee does not apply in Maryland. A ten percent (10%) penalty per month shall be added to a refund that is not made within forty-five (45) days of return of this **Agreement** to **Us**.

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

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

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

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

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

IMPORTANT NOTICE ABOUT YOUR COVERAGE:

- 1.) This **Agreement** includes a binding Arbitration agreement.
- 2.) The Arbitration agreement requires that any dispute related to Your coverage must be resolved by Arbitration and not in a court of law.
- 3.) The results of the Arbitration are final and binding on You and Us.
- 4.) In an Arbitration, one or more arbitrators, who are independent, neutral decision makers, render a decision after hearing the positions of the parties.
- 5.) When You become a **Agreement** holder under this **Agreement** You must resolve any dispute related to the **Agreement** by binding arbitration instead of a trial in court, including a trial by jury.
- 6.) Binding arbitration generally takes the place of resolving disputes by a judge and jury.
- 7.) Should You need additional information regarding the binding arbitration provision in the **Agreement**, You may contact Us at **866-217-5309**.

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

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

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

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

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

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

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

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

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

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

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

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

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

Oklahoma. **This is not an insurance contract.**

OREGON: ARBITRATION does not apply in Oregon.

SOUTH CAROLINA: If **You** have any questions regarding this **Agreement**, or a complaint against **Us**, **You** may contact the South Carolina Department of Insurance at South Carolina Department of Insurance, Capitol Center, 1201 Main St, Ste. 1000, (800) 768-3467. CANCELLATION section is amended as follows: A ten percent (10%) penalty per month shall be added to a refund that is not made within forty-five (45) days of return of this **Agreement** to **Us**. The lienholder, if any, will be named on a cancellation refund check as their interest may appear.

TEXAS: If **You** have any questions regarding the regulation of this **Agreement** or a complaint against **Us**, **You** may contact the Texas Department of Licensing and Regulation at 920 Colorado, Austin, Texas 78701 or P.O. Box 12157, Austin, Texas 78711, (800) 803-9202. CANCELLATION section is amended to add the following: A ten percent (10%) penalty per month shall be added to a refund that is not made within forty-five (45) days after return of the **Agreement** to **Us**. If a covered claim is not paid within forty-five (45) days after **You** have filed proof of loss with **Us**, **You** may file a claim directly with Lyndon Southern Insurance Company. If **We** cancel this **Agreement** for any reason other than non-payment of the **Agreement Purchase Price** or material misrepresentation by **You** to **Us**, **We** shall mail a written notice of cancellation to **You** at the last known address before the fifth day preceding the effective date of cancellation. The notice will state the effective date of cancellation and the reason for cancellation.

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

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

Payment Terms: This **Agreement** can be purchased by using Cash/Credit Card or Financed as part of **Your** vehicle loan/lease. FILING A CLAIM section has been revised to add the following: If an emergency occurs which requires a covered **Mechanical Breakdown** repair to be made at a time when **Our** office is closed and prior authorization for the repair cannot be obtained, **You** should follow all of the claim procedures outlined in this section with the exception of 2. Obtain Authorization for Payment from **Us**. After following these instructions, contact **Us** for claims instructions on the next business day at (800) 451-0459, or as soon as reasonably possible. ARBITRATION section 3, is deleted in its entirety and replaced with the following: Any matter in dispute between **You** and **Us** may be subject to arbitration as an alternative to court action pursuant to the rules of (The American Arbitration Association or other recognized arbitrator), a copy of which is available on request from **Us**. Any decision reached by arbitration shall be binding upon both **You** and **Us**. The arbitration award may include attorney's fees, if allowed by state law, and may be entered as a judgment in any court of proper jurisdiction. The arbitrator shall be prohibited from awarding punitive, consequential, special, incidental, and exemplary damages. The arbitrator may award a party only its actual damages and the arbitrator may award equitable relief including injunctive relief. An arbitration award may not be set aside in later litigation except upon the limited circumstances set forth in the Federal Arbitration Act, 9 U.S.C. §1 et Seq. An award in arbitration will be enforceable under the Federal Arbitration Act by any court having jurisdiction. INSURANCE STATEMENT section is amended to add the following: In the event the Obligor fails to pay any claim within sixty (60) days after proof of loss has been filed, **You** may file a direct claim with Lyndon Southern Insurance Company. To do so, please call the following toll-free number for instructions: (800) 888- 2738.

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

WASHINGTON: All references to Administrator throughout this **Agreement** are replaced with **Service Provider**. CANCELLATION section is deleted in its entirety and replaced with the following: **You** may cancel this **Agreement** by submitting a written request to the **Selling Dealer** stating the date upon which the cancellation is effective, and containing a copy of **Your Agreement**. During the first thirty (30) days from the **Agreement Purchase Date**, **We** or the **Selling Dealer** will refund **You** 100% of the **Agreement Purchase Price**, less any claims paid on **Your Agreement**. After the first thirty (30) days from the **Agreement Purchase Date**, **We** or the **Selling Dealer** will refund **You** a pro-rated amount of the **Agreement Purchase Price**, based on the months remaining, less a twenty-five dollar (\$25) cancellation fee. If **You** are the original **Agreement Holder** and **You** cancel this **Agreement** within thirty (30) days of the original **Agreement Purchase Date**, a ten percent (10%) penalty per month shall be added to a refund that is not made within thirty (30) days of return of this **Agreement** to **Us**. **We** may cancel this **Agreement** during the first thirty (30) days for the **Agreement Purchase Date** for any reason. After thirty (30) days, **We** may cancel this **Agreement** non-payment of **Agreement Purchase Price** by the **Selling Dealer** to **Us**, or for material misrepresentation or fraud at time of sale. If **We** cancel this **Agreement**, **We** or the **Selling Dealer** will refund **You** 100% of the **Agreement Purchase Price**. If **We** cancel this **Agreement**, **We** shall mail written notice to **You** at **Your** last known address no less than twenty-one (21) days prior to the effective date of the cancellation. The notice shall state the effective date and the reason for cancellation. If **We** have notice of a lender and a Discharge of Lien is not provided, any refund will be issued to the lender. If **Your Vehicle** is repossessed, stolen or declared a total loss, **You** authorize the lender on the Declarations Page to cancel this **Agreement**. If cancelled, the **Agreement** will not be reinstated. ARBITRATION section is amended to add the following: The Insurance Commissioner of Washington is the **Service Provider's** attorney to receive service of process in any action, suit or proceeding in any court, and the state of Washington has jurisdiction of any civil action in connection with this **Agreement**. Arbitration proceedings shall be held at a location in closest proximity to the **Service Agreement holder's** permanent residence. **You** may file a direct claim with the insurance company at any time. **Our** obligations under this **Agreement** are insured under insurance policy number AKMC-WA issued by Lyndon Southern Insurance Company, 10151 Deerwood Park Blvd., Bldg. 100, Ste. 500, Jacksonville, FL 32256, Tel: (800) 888-2738. In the event **We** fail to pay an authorized claim within sixty (60) days after proof of loss has been filed, **You** may file a direct claim with Lyndon Southern Insurance Company. To do so, please call the following toll-free number for instructions: (800) 888-2738. After sixty (60) days the vehicle qualifies for the **Agreement** that was issued and **We** may not cancel the **Agreement** and are fully obligated under the terms of the **Agreement** sold to **You**.

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

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

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

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