

VEHICLE SERVICE AGREEMENT EV BATTERY PROTECTION

SCHEDULE PAGE

AGREEMENT NUMBER

CUSTOMER INFORMATION				
Agreement Holder		Telephone Number	Email	
Address		City	ST	Zip
VEHICLE INFORMATION				
Year	Make	Model		
Vehicle Identification Number		Current Odometer Reading	Agreement Expiration Date (Vehicle Term)	Agreement Expiration Odometer (Miles)
Agreement Purchase Date		Agreement Purchase Price	Purchase Price	
SELLER INFORMATION				
Seller		Telephone Number		
Address		City	State	Zip
LIENHOLDER INFORMATION				
Lienholder		Address	City/State	Zip
\$ _____ DEDUCTIBLE (per occurrence)				

This **Agreement** is between the **Obligor** and the **Agreement Holder**. It provides coverage indicated, only for the time or mileage, whichever expires first, shown on the **Schedule Page**. You agree that the **Term** indicated above begins on the **Agreement Purchase Date**, even though any components or parts covered by a manufacturer, supplier, or other warranty are **NOT** covered by this **Agreement** until expiration of the manufacturer, supplier, or other warranty.

YOU ARE NOT REQUIRED TO ENTER INTO THIS AGREEMENT IN ORDER TO PURCHASE, LEASE OR OBTAIN FINANCING FOR A VEHICLE. You should read this **Agreement** carefully. It contains the entire **Agreement** between **You** and **Us**. It takes precedence over any other written or oral statements made to **You** with respect to this **Agreement**. This is a service agreement, not a warranty or insurance contract. REVIEW "STATE REQUIREMENTS" FOR ANY RIGHTS, PRIVILEGES AND CONDITIONS THAT GOVERN THIS **AGREEMENT** IN YOUR STATE. Any modification(s), alteration(s) or change(s) to the preprinted terms and conditions is/are invalid and of no force or effect. You acknowledge Your understanding of and agreement to the **DISPUTE RESOLUTION/ARBITRATION AGREEMENT AND CLASS ACTION WAIVER** section in this **Agreement**. 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**.

Agreement Holder Signature

Agreement Sales Date

☐ **Washington Residents Only:** By initialing this box, You acknowledge You have reviewed the Term Limit, Coverages, Exclusions, General Provisions, Cancellation and **Agreement Holder** Responsibilities set forth in this **Agreement**. 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 **Seller**.

For Claims, Contact: [(866) 351-3350] or [www.americaswarranty.com].

THE ADMINISTRATOR MUST BE CONTACTED PRIOR TO PERFORMING ANY REPAIR UNDER THIS AGREEMENT. THE ADMINISTRATOR WILL NOT BE RESPONSIBLE FOR ANY REPAIRS THAT ARE NOT PRE-AUTHORIZED. SEE THE "AGREEMENT HOLDER RESPONSIBILITIES" SECTION FOR INSTRUCTIONS TO BE FOLLOWED IN THE EVENT OF A COVERED BREAKDOWN.

MAINTENANCE REQUIREMENTS: You must have Your Vehicle checked and serviced in accordance with the Manufacturer's (MFR) recommendations as outlined in the Owner's Manual provided by the Manufacturer or according to the terms in the Agreement Holder Responsibilities section, Maintenance, whichever is less.

DEFINITIONS

1. **Administrator:** America's Warranty, Inc., [1300 Ridenour Blvd., Ste. 200, Kennesaw, GA 30152 (866) 351-3350].
 - AK, NJ, NY – ORIAS Warranty Services, [P.O. Box 35008, Tulsa, OK 74153-0008]
 - FL - Minnehoma Automobile Association, Inc., [P.O. Box 35008, Tulsa, OK 74153-0008, License #60033]
 - WA, WI - Minnehoma Automobile Association, Inc., [P.O. Box 35008, Tulsa, OK 74153-0008]
 - TX - ORIAS Warranty Services, Inc., [P.O. Box 35008, Tulsa, OK 74153-0008, TX LIC # 378]
 - UT - Old Republic Insured Automotive Services, Inc., [P.O. Box 35008, Tulsa, OK 74153-0008]
2. **Agreement:** This Agreement, which You have purchased for the Vehicle described on the Schedule Page.
3. **Agreement Holder, You, Your:** The Agreement Holder shown on the Schedule Page or the person to whom the Agreement was properly transferred.
4. **Battery Failure/Failure:** The catastrophic, sudden inability of the battery to operate.
5. **Covered Part(s):** One or more of the parts or components identified as subject to coverage in SCHEDULE OF COVERAGE and not specifically excluded in EXCLUSIONS and OTHER COVERAGE LIMITATIONS.
6. **Covered Repair:** The repair or replacement of one or more Covered Parts for which We have a reimbursement obligation greater than zero dollars under this Agreement.
7. **Deductible:** The amount required that You pay towards the cost of each Covered Repair which is shown on the Schedule Page.
8. **Obligor (We, Us, Our):** Old Republic Insured Automotive Services, Inc., [P.O. Box 35008, Tulsa, OK 74153-0008]
 - AK, GA, HI, ID, LA, NJ, NY, WY - ORIAS Warranty Services, [P.O. Box 35008, Tulsa, OK 74153-0008]
 - FL- Old Republic Insurance Company, [P.O. Box 35008, Tulsa, OK 74153-0008, License #FL-09135]
 - OR, TX - ORIAS Warranty Services, Inc., [P.O. Box 35008, Tulsa, OK 74153-0008, TX LIC # 378]
 - AZ, NM, OK, WA, WI - Minnehoma Automobile Association, Inc., [P.O. Box 35008, Tulsa, OK 74153-0008, OK LIC # 44198045]
9. **Pre-Existing Condition:** A condition and/or failure that within all reasonable mechanical probability and mechanical fitness existed prior Agreement Purchase Date.
10. **Repair Facility:** A licensed Repair Facility authorized by the Administrator to perform repair services under this Agreement.
11. **Schedule Page:** The numbered document executed by You which must be attached to this Agreement. It lists information regarding the Vehicle to be covered, Agreement Terms and Conditions, and other vital information.
12. **Seller:** The seller from whom You purchased this Agreement as shown on the Schedule Page.
13. **Term:** The Term ends on the Agreement Expiration Date (Term) or Agreement Expiration Odometer (Miles) listed on the Schedule Page.
14. **Vehicle:** The Vehicle described on the Schedule Page that is covered under this Agreement.

SCHEDULE OF COVERAGES

During the Agreement Term, We will reimburse You or the Repair Facility for the pre-authorized cost to repair or replace the battery if such failure is reported to Us after coverage begins.

1. Replaced parts will, at Our option, be remanufactured, used or new parts of like kind and quality.
2. We will not pay for expenses that exceed the manufacturer's suggested retail price or published labor time guides.

PROPULSION BATTERY: Nickel-metal hydrate or lithium-ion propulsion battery or individual cell(s) should there be a failure due to normal operation and charging standards which causes degradation and impacts the ability to hold adequate charge.

COVERAGE PROVISIONS

AGREEMENT PERIOD

Coverage under this Agreement begins at 12:01 AM (Your local time) on the Agreement Purchase Date and ends when the Agreement expires or is cancelled. Agreement expiration is determined by adding Term Months to the Agreement Purchase Date and Term Miles to the Odometer Reading at Purchase. This Agreement expires as soon as Term Months OR Term Miles are exceeded, whichever occurs first. Replacement will be made with parts of like kind and quality and compatible with the Vehicle's specification. All parts replaced will be covered under the terms and conditions hereof for the remaining term and/or mileage of this Agreement as shown above.

DEDUCTIBLE

The amount You are required to pay, as shown on the Schedule Page, toward the total cost for the repair or replacement of Covered Part(s) per visit/claim made. Once a part is repaired or replaced under the terms of this Agreement, there will be no Deductible for future repairs to that part.

LIMIT(S) OF LIABILITY/COVERAGE OF ALL REPLACEMENT PARTS

1. **Aggregate** – The total dollar benefits paid under this Agreement are limited to twelve thousand dollars (\$12,000). The total dollar benefit paid for any given Covered Repair is limited to the J.D. Power NADA value of the Vehicle at the time of the breakdown, not to exceed \$12,000.

EXCLUSIONS - WHAT IS NOT COVERED

THIS AGREEMENT DOES NOT PROVIDE COVERAGE FOR ANY OF THE FOLLOWING PARTS OR CONDITIONS:

- 1) COSTS COVERED BY ANY OTHER WARRANTY OR GUARANTEE.
- 2) PRE-EXISTING CONDITIONS.
- 3) REPAIRS PERFORMED WITHOUT PRIOR AUTHORIZATION.
- 4) BATTERY FAILURE CAUSED BY COLLISION, FIRE, THEFT, OR ENVIRONMENTAL ACTS (FLOOD, LIGHTNING).
- 5) CONSEQUENTIAL OR INCIDENTAL DAMAGES.
- 6) PROPULSION BATTERY FAILURE WHERE CELL DEGRADATION HAS NOT EXCEEDED THE LESSER OF 70% CAPACITY OR THE MANUFACTURER'S MINIMUM STATED ALLOWANCE.

AGREEMENT HOLDER RESPONSIBILITIES

IN ORDER TO RECEIVE BENEFITS UNDER THE TERMS OF THIS AGREEMENT, YOU HAVE THE RESPONSIBILITY TO PROPERLY MAINTAIN/TENDER THE BATTERY AS RECOMMENDED BY THE MANUFACTURER, TO FOLLOW THE PROCEDURES FOR REPORTING A CLAIM FOR BENEFITS AS DESCRIBED IN THIS AGREEMENT, AND TO COOPERATE FULLY WITH OUR REASONABLE REQUESTS TO EXAMINE THE BATTERY OR ESTABLISH OWNERSHIP OF THE VEHICLE IN THE EVENT YOU REPORT A CLAIM FOR BENEFITS. YOU MUST OBTAIN PREAUTHORIZATION FROM US BEFORE ANY REPLACEMENT BATTERIES ARE INSTALLED IN THE VEHICLE.

YOU MUST PERFORM THE MAINTENANCE PROCEDURES LISTED IN THIS PARAGRAPH ON AN ANNUAL BASIS WHICH IS DUE WITHIN THIRTY (30) DAYS OF THE ANNIVERSARY DATE OF THE AGREEMENT PURCHASE DATE EACH YEAR. FAILURE TO FOLLOW THESE MAINTENANCE PROCEDURES AND PROVIDE PROOF TO THE ADMINISTRATOR AS REQUIRED BELOW WILL RESULT IN DENIAL OF COVERAGE AND THIS AGREEMENT WILL BE VOID AND THE AGREEMENT HOLDER MAY REQUEST A REFUND ACCORDING TO THE CANCELLATION SECTION.

1. HEALTH TEST:

- a. A battery health test must be performed at the Agreement Purchase Date, to insure sufficient battery integrity.
- b. Enroll Your Vehicle with Recurrent by creating an account at www.recurrentauto.com.
- c. Authorize Recurrent to collect and monitor vehicle battery data.
- d. Obtain a battery health report from Recurrent and submit Your battery Health Tests by emailing all related documents to the Administrator within thirty (30) days of the anniversary date of the Agreement Purchase each year.

2. RECORDKEEPING: You must keep a copy of the battery health report which includes the date of report, vehicle identification number (VIN), Your Vehicle's Odometer Miles, and battery age.

FILING A CLAIM

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

1. **Prevent Further Damage** - Take immediate action to prevent further damage. Do not continue to operate Your Vehicle. This Agreement will not cover the damage caused by not securing a prompt repair of the failed component.
2. **Take Your Vehicle to or contact a Repair Facility** - If Your Vehicle breaks down, take Your Vehicle to or contact any Repair Facility. If You need assistance in locating a Repair Facility, please contact the Administrator.
3. **Obtain Authorization from the Administrator** - Prior to any repair being made, instruct the service advisor at the Repair Facility to contact the Administrator to obtain an authorization for the claim. Any claim for repairs without prior authorization will not be covered.

The Administrator can be contacted at [(866) 351-3350]. Please have Your last eight (8) of Vehicle Identification Number available. For 24/7 claim assistance, You can email Us at [\[claims@americaswarranty.com\]](mailto:claims@americaswarranty.com) or visit Our website, [\[americaswarranty.com\]](http://americaswarranty.com), File a Claim tab.

The amount authorized by the Administrator is the maximum amount that will be paid for repairs covered under the terms of this Agreement. Any additional amount must receive prior approval.

EMERGENCY REPAIRS (Non-Business Hours Only) - After the Repair Facility has diagnosed the problem, please have Your Agreement number available and call the emergency number: [(866-351-3350)] or email [\[\(claims@americaswarranty.com\)\]](mailto:claims@americaswarranty.com) for authorization.

4. **Authorize Tear-Down and/or Inspection** - In some cases, You may need to authorize the Repair Facility to inspect and/or tear down Your Vehicle in order to determine the cause and cost of the repair. The Repair Facility must save all parts, fluids, and filters, and must not clean any parts without Administrator authorization. You will be responsible for these charges if the failure is not covered under this Agreement. We reserve the right to require an inspection of Your Vehicle prior to any repair being made.
5. **Review Coverage** - After the Administrator has been contacted and provides authorization, review with the Repair Facility what will be covered by this Agreement.
6. **Pay Any Applicable Deductible** - We will reimburse the Repair Facility or You for the cost of the work performed on Your Vehicle that is covered by this Agreement and previously authorized, less any Deductible. Once authorization is obtained, and the repair is completed, all repair orders and documentation must be submitted to the Administrator within thirty (30) days to be eligible for payment.

GENERAL PROVISIONS

TRANSFER OF AGREEMENT

This Agreement may not be transferred.

CANCELLATION

- A. **You** may cancel this **Agreement** for any reason by contacting the **Seller** or **Administrator**.
- B. If the **Vehicle** and this **Agreement** have been financed, the lienholder may cancel this **Agreement** for non-payment, or if the **Vehicle** has been declared a total loss or has been repossessed. The rights under this **Agreement** are transferred to the lienholder and the lienholder is also entitled to any refund. If the lienholder cancels this **Agreement** within thirty (30) days of the **Agreement** Purchase Date, a full refund of the total **Agreement** Purchase Price, less any claim(s) paid, will be provided. If the lienholder cancels this **Agreement** at any other time, a pro-rata refund of the total **Agreement** Purchase Price will be provided based on the greater of the number of days the **Agreement** was in force or miles driven compared to the total **Agreement** Term, less claim(s) paid and less a cancellation fee of seventy-five dollars (\$75.00). The **Term** of this **Agreement** for cancellation purposes will be based on the **Agreement** Purchase Date and the **Vehicle** mileage on such date. In the event of Lienholder cancellation of this **Agreement**, any refund owed will be paid or credited no more than thirty (30) days from the date the **Administrator/Obligor** or **Seller** receives notice of the request to cancel or sooner if required by state law.
- C. **You** may cancel this **Agreement** within thirty (30) days of the **Agreement** Purchase Date and receive a full refund of the total **Agreement** Purchase Price, less any claims paid. If **You** cancel this **Agreement** after the first thirty (30) days, **You** will receive a pro-rata refund of the total **Agreement** Purchase Price, based on the greater of the number of days the **Agreement** was in force or miles driven compared to the total **Agreement** Term, less claim(s) paid and less a cancellation fee of seventy-five dollars (\$75.00). The **Term** of this **Agreement** for cancellation purposes will be based on the **Agreement** Purchase Date and the **Vehicle** mileage on such date. Refunds will be payable to **You** or the lienholder, if applicable. In the event of **Your** cancellation of this **Agreement**, any refund owed will be paid or credited no more than thirty (30) days from the date the **Administrator/Obligor** or **Seller** receives notice of the request to cancel or sooner if required by state law.
- D. In the event the **Agreement** Purchase Price is being paid for through a Payment Plan (or its equivalent) any outstanding balance held by Payment Plan provider would be deducted from the refund amount due to **You**.
- E. All refunds will be issued through the **Seller** from whom the **Agreement** was purchased.
- F. **Administrator** reserves the right to cancel this **Agreement** upon the occurrence of any of the following:
- Failure by **You** to pay an amount when due.
 - Conviction of the **Agreement** Holder of a crime, which results in an increase in the service required under this **Agreement**.
 - Discovery of fraud or material misrepresentation by the **Agreement** Holder in obtaining this **Agreement** or in presenting a claim for service hereunder.
 - Discovery of an act or omission by the **Agreement** Holder, or a violation by the **Agreement** Holder of any condition of this **Agreement**, which occurred after the **Agreement** Purchase Date and which substantially and materially increases the service required under this **Agreement**, including but not limited to failure of the odometer of the **Vehicle** or if for any reason it does not record the actual mileage of the **Vehicle** after the **Agreement** Purchase Date and the actual mileage of the **Vehicle** cannot be established to a reasonable degree of certainty, and if the **Vehicle** is used for **Commercial Use**.
 - A material change in the nature or extent of the required service or repair which occurs after the **Agreement** Purchase Date and which causes the required service or repair to be substantially and materially increased beyond that contemplated at the time this **Agreement** was issued or sold.

No cancellation of this **Agreement** by **Us** shall become effective until fifteen (15) days after the notice of cancellation is mailed to **You**. **We** will not charge a cancellation fee if **We** cancel this **Agreement**.

If **We** cancel this **Agreement** within thirty (30) days of the **Agreement** Purchase Date, a full refund of the total **Agreement** Purchase Price, less any claims paid, will be issued. If **We** cancel this **Agreement** after the first thirty (30) days, a pro-rata refund of the total **Agreement** Purchase Price based on the greater of the days in force or the miles driven compared to the total **Agreement** Term will be issued, less claims paid.

In the event of **Our** cancellation of this **Agreement**, any refund owed will be paid or credited no more than thirty (30) days from the date of **Our** cancellation or sooner if required by state law.

RIGHT OF REMOVAL

In the event of any dispute between **Us** and the licensed **Repair Facility**, **We** shall have the right, with **Your** permission, to remove the **Vehicle** to a licensed **Repair Facility** of **Our** choice and at **Our** expense.

PAYMENT PLAN OR FINANCIAL AGREEMENT

In the event the purchase price of **Your** **Agreement** is being paid for through a Payment Plan (or its equivalent) which is terminated for non-payment, the **Term** of this **Agreement** will be modified to reflect the portion of the **Agreement** for which **You** have paid and was received by the Payment Plan provider (or its equivalent). The modified **Term** of the **Agreement** will be calculated on a pro-rata basis by adding the time and mileage from the **Agreement** Purchase Date and **Vehicle** odometer mileage on the **Agreement** Purchase Date as listed on the **Schedule Page**. **You** may contact [866-351-3350] to obtain the modified **Term**.

In the event the purchase of this **Agreement** was financed by a funding party through a Payment Plan (or its equivalent), the funding party shall be entitled to any refund(s) resulting from cancellation of this **Agreement** for any reason including repossession of **Your** **Vehicle**, or total loss of **Your** **Vehicle**. Failure to make monthly payments in a timely manner may result in cancellation of this **Agreement** and no refund will be due and no claims will be approved.

LIMITED APPLICABILITY OF THE FEDERAL MAGNUSON MOSS WARRANTY ACT

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

LIMITATION OF LIABILITY

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

INSURANCE STATEMENT

Obligations of the Obligor under this Agreement are insured under a contractual liability insurance policy issued by Old Republic Insurance Company. If the Obligor fails to pay or provide service on a claim within sixty (60) days after proof of loss has been filed, You are entitled to make a claim directly against the insurer, Old Republic Insurance Company, P.O. Box 35008, Tulsa, OK 74153-0008, (800) 331-3780.

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** (the "Parties") are agreeing to submit any and all Claims to binding arbitration on an individual basis for resolution. This Arbitration Agreement and Class Action Waiver sets forth the terms and conditions of **Our** agreement to binding arbitration. The Parties agree that any and all claims, disputes and controversies related in any way to this **Agreement**, including but not limited to claims related to the underlying transaction giving rise to this Agreement, or claims related to the sale, financing or fulfillment of this **Agreement** (collectively, "Claims"), shall be resolved by final and binding arbitration. "Claims" shall be given the broadest meaning possible and includes, without limitation, Claims arising under Agreement, tort, statute, regulation, rule, ordinance or other rule of law or equity, and Claims against any of **Our** or the **Administrator's** owners, shareholders, members, affiliates, subsidiaries, divisions, directors, officers, employees, representatives, agents, successors, or assigns. 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: [1300 Ridenour Blvd., Ste. 200, Kennesaw, GA 30152]. **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.

STATE REQUIREMENTS

The following State Requirements apply if this **Agreement** was purchased in one of the following states and supersede any other provision herein to the contrary:

ALABAMA

CANCELLATION, C., is deleted in its entirety and replaced with the following: The **Agreement Holder** may cancel this **Agreement** within thirty (30) days of the Agreement Purchase Date and receive a full refund of the total Agreement Purchase Price, less any claims paid. The **Agreement Holder** may cancel this **Agreement** after thirty (30) days and receive a pro-rata refund of the total Agreement Purchase Price based on the greater of the number of days the **Agreement** was in force or the miles driven compared to the total **Agreement Term**, less the applicable cancellation fee. A cancellation fee of twenty-five dollars (\$25) will be charged for cancellations occurring after thirty (30) days. No cancellation fee will be charged if **We** cancel **Your** Agreement. The **Term** of this **Agreement** for cancellation purposes will be based on the **Agreement Purchase Date** and the **Vehicle** mileage on such date. If a refund is owed, the refund will be paid or credited within thirty (30) days from the date the **Obligor, Administrator** or **Seller** receives notice of cancellation from the **Agreement Holder**. A ten percent (10%) penalty per month shall be added to a refund not paid or credited within forty-five (45) days after return of the **Agreement** and upon receipt of the **Administrator**. The **Agreement** will be governed under the laws of the State of Alabama.

ALASKA

AGREEMENT HOLDER RESPONSIBILITIES is amended as follows:

FAILURE TO FOLLOW THESE MAINTENANCE PROCEDURES AND PROVIDE PROOF TO THE ADMINISTRATOR AS REQUIRED BELOW WILL RESULT IN DENIAL OF COVERAGE AND THIS AGREEMENT WILL BE CANCELLED AND THE AGREEMENT HOLDER MAY REQUEST A REFUND ACCORDING TO THE CANCELLATION SECTION.

Any language establishing a time limit to file claims is not permissible unless denial is also contingent on prejudice suffered by provider.

CANCELLATION section is modified as follows: **In the event of material misrepresentation by the Agreement Holder in pursuing a claim will cancel the coverage provided under this Agreement and any applicable refund will be paid according to the CANCELLATION section.**

If **You** cancel this **Agreement** within thirty (30) days from the Agreement Effective Date, a ten percent (10%) per month penalty of the full provider fee shall be added to any refund owed that is not paid within forty-five (45) days. If **You** cancel this **Agreement** after the first thirty (30) days, a ten percent (10%) per month penalty of the unearned provider fee shall be added to any refund owed that is not paid within forty-five (45) days.

CANCELLATION, B., is amended as follows: A cancellation fee of seven and one-half percent (7.5%) or twenty-five dollars (\$25), whichever is less.

CANCELLATION, C., is deleted in its entirety and replaced with the following: The **Agreement Holder** may cancel this **Agreement** within thirty (30) days of the **Agreement** Purchase Date and receive a full refund of the total **Agreement** Purchase Price, less any claims paid. The **Agreement Holder** may cancel this **Agreement** after the first thirty (30) days and receive a pro rata refund of the total **Agreement** Purchase Price based on the greater of the number of days the **Agreement** was in force or the miles driven compared to the total **Agreement Term**, less the applicable cancellation fee. A cancellation fee of seven and one-half percent (7.5%) or twenty-five dollars (\$25), whichever is less. The cancellation fee is only applicable if **You** cancel the **Agreement** after thirty (30) days the **Agreement** was delivered to **You**. If this **Agreement** is cancelled, **We** shall refund or credit to **You** the prorated amount of the unearned **Agreement** Purchase Price, less any claims paid, within forty-five (45) days after the return of this **Agreement** to **Us**.

CANCELLATION, F., is amended as follows: If the **Administrator** cancels this **Agreement** within thirty (30) days of the **Agreement** Purchase Date, a full refund or credit of the total **Agreement** Purchase Price will be issued, less any claims paid. If the refund is not paid or credited within forty-five (45) days after the **Administrator** cancels this **Agreement**, a ten percent (10%) penalty of the unearned **Agreement** Purchase Price paid by the **Agreement Holder** for each month the refund remains unpaid shall be added to the refund.

We may only cancel this **Agreement** for the following reasons: (1) **Your** 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 this **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 results 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 the **Agreement**, written notice of such cancellation will be mailed to **You** at least five (5) days before cancellation by **Us**. The notice shall state the effective date of the cancellation and the reason for cancellation. Prior notice is not required if the reason for cancellation is nonpayment of the provider fee or fraud or a material misrepresentation by **You** in obtaining this **Agreement** or by **You** in pursuing a claim under the **Agreement**.

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

This **Agreement** will provide coverage if **Your Vehicle** is used for snow removal, provided it is properly equipped for such use and is not used commercially.

INSURANCE STATEMENT: is amended as follows: in the event the **Obligor** fails to provide a covered service within thirty (30) days after the **Agreement Holder** notifies the **Obligor** of a claim, or if the **Obligor** becomes insolvent or ceases to conduct business during the **Term** of this **Agreement**, **You** may file a direct claim with the insurer as designated above.

FINANCIAL AGREEMENTS is amended as follows: If this **Agreement** was financed (purchased on a Payment Plan) by a funding party, the funding party shall be entitled to a refund(s) resulting from cancellation of this **Agreement** for any reason including repossession of **Your Vehicle**, or total loss of **Your Vehicle**. Failure to make monthly payments in a timely manner may result in cancellation of this **Agreement** and no claims will be approved. Any applicable refund will be provided per the requirements in the **CANCELLATION** section.

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 Affairs, 100 N. 15th Ave., Suite 261, Phoenix, AZ 85007.

CANCELLATION, C., is amended as follows: The cancellation fee may not exceed ten percent (10%) of the amount paid by the **Agreement Holder** or seventy-five dollars (\$75), whichever is less.

CANCELLATION, F., is amended as follows: **We** may cancel this **Agreement** if **Your Vehicle** is found to be modified by **You** in a manner not recommended by the manufacturer after the Agreement Purchase Date. **We** may cancel this **Agreement** for non-payment of the Agreement Purchase Price, or for **Your** misrepresentation in the submission of a claim. This **Agreement** will not be cancelled for misrepresentation by the company or the **Seller** of this **Agreement**.

ARKANSAS

Arbitration clause is non-binding and voluntary.

COLORADO

In the event the **Obligor** fails to pay an authorized claim within sixty (60) days after proof of loss has been filed, **You** may file a direct claim with the insurance company listed in **INSURANCE STATEMENT** of this **Agreement**. Policy Number T3-05-0004.

CONNECTICUT

If this **Agreement** has a **Term** of less than one (1) year, the **Agreement Term** shall be extended for the time period the **Vehicle** is being repaired under this **Agreement**.

CANCELLATION, C., is amended as follows: This **Agreement** may be cancelled by **You** at any time for any reason by submitting a written request to the **Administrator** or **Seller** containing a copy of **Your Agreement**.

You may pursue arbitration to settle disputes between **You** and the **Administrator**. A written complaint containing a description of the dispute, the purchase or lease price of the **Vehicle**, the cost of repair of the **Vehicle** and a copy of **Your Agreement** may be mailed to: State of Connecticut, Insurance Department, P.O. Box 816, Hartford, CT 06142-0816, Attention: Consumer Affairs Division.

We do not offer in-home service for Your Vehicle.

FLORIDA

TRANSFER OF AGREEMENT

This **Agreement** applies only to the **Agreement Holder** and the described **Vehicle** listed on the **Schedule Page**. This **Agreement** applies only to the **Agreement Holder** and the described **Vehicle** listed on the **Schedule Page**. This **Agreement**, however, may be assigned or transferred at the request of the **Agreement Holder** to any new owner of the described **Vehicle** while the **Agreement** is still in force by written notification and payment to the **Administrator** of a forty-dollar (\$40.00) transfer fee, and providing proof of continuation of the service requirements. Transfer to the new owner must be completed within thirty (30) days of purchase. If any portion of the manufacturer's warranty is in effect at time of transfer, the transfer of the **Agreement** will be valid only if the manufacturer's warranty is also properly transferred. Completed forms or materials evidencing the properly executed transfer of any manufacturer's warranty coverage in effect on a **Vehicle** must be received from the **Agreement Holder** in addition to a copy of the bill of sale which lists the current mileage by the **Administrator** before this **Agreement** will be transferred.

CANCELLATION is deleted in its entirety and replaced with the following:

CANCELLATION BY AGREEMENT HOLDER: **You** may cancel this **Agreement** by submitting a written request to the **Administrator/Obligor** or **Seller** containing a copy of **Your Agreement**. During the first sixty (60) days from the **Agreement Purchase Date**, **We** or the **Seller** will refund **You** one hundred percent (100%) of the **Agreement Purchase Price**, less any claims paid on **Your Agreement**. After the first sixty (60) days from the **Agreement Purchase Date**, **We** or the **Seller** will refund **You** a pro rata amount of the **Agreement Purchase Price**, based on the greater of the number of days the **Agreement** was in force or miles driven compared to the total **Agreement Term**, less any claims paid and less a fifty dollar (\$50) cancellation fee or ten percent (10%) of the unearned pro rata premium, whichever is less. The **Term** of this **Agreement** for cancellation purposes will be based on the **Agreement Purchase Date** and the **Vehicle** mileage on such date. In the event of **Your** cancellation of this **Agreement**, any refund owed will be paid or credited no more than thirty (30) days from the date the **Administrator/Obligor** or **Seller** receives notice of the request to cancel or sooner if required by state law.

CANCELLATION BY US: **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 **Seller** will refund **You** one hundred percent (100%) of the **Agreement Purchase Price**, less any claims paid on **Your**

Agreement. If **We** cancel this **Agreement** for non-payment of the **Agreement** Purchase Price by **You**, **We** shall provide **You** notice of cancellation by certified mail. Any refunds due will be paid or credited no more than thirty (30) days from the date of cancellation by the **Obligor** or sooner if required by state law.

CANCELLATION BY LIENHOLDER: If this **Agreement** was financed, **You** hereby authorize **Your** lienholder to cancel **Your Agreement** on **Your** behalf in the event of: (1) **Your Vehicle** is repossessed; (2) **Your Vehicle** is declared a total loss; or (3) **You** default on **Your** obligations to **Your** lienholder. The rights under this **Agreement** are transferred to the lienholder and the lienholder is also entitled to any refund. If cancelled within the first sixty (60) days from the **Agreement** Purchase Date, a full refund of the **Agreement** Purchase Price will be provided if no claims have been made. After sixty (60) days, a pro rata refund of the **Agreement** Purchase Price will be provided based on the greater of the number of days the **Agreement** was in force or miles driven compared to the total **Agreement** Term, less any claims paid. The **Term** of this **Agreement** for cancellation purposes will be based on the **Agreement** Purchase Date and the **Vehicle** mileage on such date. In the event of cancellation of this **Agreement**, any refund owed will be paid or credited no more than thirty (30) days from the date the **Administrator/Obligor** or **Seller** receives notice of the request to cancel or sooner if required by state law.

The lienholder, if any, will be named on a cancellation refund check as their interest may appear.

ARBITRATION section is amended to add the following: Arbitration proceedings shall be conducted in the county in which the consumer resides.

INSURANCE STATEMENT section is deleted in its entirety.

The Agreement Purchase Price charged for this Agreement is not subject to regulation by the FL Office of Insurance Regulation.

GEORGIA

CANCELLATION, B., is amended as follows: If the lienholder cancels the **Agreement** after thirty (30) days of the **Agreement** Purchase Date, the cancellation fee is seventy-five dollars (\$75) or ten percent (10%) of the pro rata refund amount, whichever is less.

CANCELLATION, C., is amended to read as follows: If **You** cancel the **Agreement** within thirty (30) days of the **Agreement** Purchase Date, the cancellation fee will not be charged. A ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within forty-five (45) days of the return of this **Agreement** to **Us**. If cancelled after the first thirty (30) days, the cancellation fee will be seventy-five dollars (\$75) or ten percent (10%) of the pro rata refund amount, whichever is less. If **You** cancel this **Agreement** and have not received a refund from **Us** or the **Administrator** within sixty (60) days of such cancellation, **You** may contact the Insurance Company identified in the **INSURANCE STATEMENT**.

CANCELLATION, F., is amended to read as follows: **We** may cancel this **Agreement** for non-payment of the **Agreement** Purchase Price or for material misrepresentation, or for fraud and no cancellation fee will be charged. The cancellation shall be in writing and shall not be less than thirty (30) days from the date of mailing or delivery in person of such notice of cancellation. If this **Agreement** is cancelled after the first thirty (30) days or a claim has been filed, **We** will refund an amount of the **Agreement** Purchase Price according to the pro rata method reflecting the greater of the days in force or the miles driven based on the **Term** of the plan selected and the **Agreement** Purchase Date.

EXCLUSIONS-WHAT IS NOT COVERED

- 2) **PRE-EXISTING CONDITIONS KNOWN BY YOU.**

DISPUTE RESOLUTION/ARBITRATION AGREEMENT AND CLASS ACTION WAIVER provision is deleted in its entirety. Arbitration does not apply in Georgia. The **OPT-OUT PROVISION** only applies to the **CLASS ACTION WAIVER**.

The funding party and lienholder may only cancel for nonpayment in the event of a total loss or repossession of the **Vehicle**.

HAWAII

CANCELLATION, C., is amended as follows: If **You** cancel this **Agreement** within the applicable time period for a full refund and no claims have been paid, a penalty of ten percent (10%) per month shall be added to any refund not paid to **You** within forty-five (45) days.

CANCELLATION, F., is amended to read as follows: If **We** cancel this **Agreement**, **We** will mail a written notice five (5) days prior to the cancellation effective date stating the reason for cancellation. A notice will not be provided if cancellation is for non-payment, material misrepresentation, or a substantial breach of duties by **You** relating to the **Vehicle** or its use.

IDAHO

If **You** need emergency repairs and are unable to contact **Us** for prior authorization, then **You** may take **Your Vehicle** to any state licensed **Repair Facility** to have the repairs performed prior to authorization by **Us**. In such a case, **You** must contact **Us** as soon as possible to file a claim. Failure to obtain prior authorization from **Us** prior to the performance of a repair will not invalidate a covered claim if **You** show that it was not reasonably possible to do so. Coverage afforded under this **Agreement** is not guaranteed by the Idaho Insurance Guaranty Association.

ILLINOIS

CANCELLATION, C., 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 seventy-five dollars (\$75).

Your Agreement is amended to include: **Normal wear and tear is covered except where excluded herein.**

INDIANA

Your proof of payment to the **Seller** for this **Agreement** shall be considered proof of payment. This **Agreement** is not insurance and is not subject to Indiana insurance law. **INSURANCE STATEMENT** is amended as follows: Obligations of the **Obligor** under this **Agreement** are insured under a reimbursement insurance policy. If the **Obligor** fails to pay or provide service on a claim or provide a refund within sixty (60) days after proof of loss has been filed, the **Agreement Holder** is entitled to make a claim directly against the insurance company referenced in the **INSURANCE STATEMENT** section.

IOWA

CANCELLATION, C., is amended to include the following: If cancelled after the first thirty (30) days, the cancellation fee for cancellation by the **Agreement Holder** can be no more than ten percent (10%) of the **Agreement** Purchase Price or seventy-five dollars (\$75) whichever is less. If **You** cancel this **Agreement** within the first thirty (30) days, a ten percent (10%) penalty per month shall be added to a refund that is not made within thirty (30) days of return of this **Agreement** to **Us**.

CANCELLATION, F., is amended as follows: If **We** cancel this **Agreement**, written notice of such cancellation will be mailed to **You** at least fifteen (15) days prior to the date of cancellation. In the event of cancellation by the **Obligor**, notice of cancellation will state the effective date of cancellation and the reason for the cancellation.

Iowa residents may only contact the Iowa Insurance Commissioner at the following address: Iowa Insurance Division, 1963 Bell Avenue, Suite 100, Des Moines, Iowa 50315 (515) 654-6600. This **Agreement** is subject to applicable provisions of Iowa Consumer Credit Code, Chapter 537. **INSURANCE STATEMENT** is amended as follows: Obligations of the **Obligor** under this **Agreement** are insured under a reimbursement insurance policy. If the **Obligor** fails to pay or provide service on a claim or provide a refund within sixty (60) days after proof of loss has been filed, the **Agreement Holder** is entitled to make a claim directly against the insurance company referenced in the

INSURANCE STATEMENT section of this **Agreement**.

LOUISIANA

CANCELLATION, C., is amended as follows: A ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within forty-five (45) days after return of the **Agreement to Us**.

CANCELLATION, F., is amended as follows: **We** shall mail a written notice to the **Agreement Holder** at the last known address of the **Agreement Holder** at least fifteen (15) days prior to cancellation by **Us**. The notice shall state the effective date of the cancellation and the reason for the cancellation. Prior notice is not required if the reason for cancellation is nonpayment of the provider fee, a material misrepresentation by the **Agreement Holder** to **Us**, or a substantial breach of duties by the **Agreement Holder** relating to the covered **Vehicle** or its use.

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

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

The **DISPUTE RESOLUTION/ARBITRATION AGREEMENT AND CLASS ACTION WAIVER** section is voluntary and non-binding.

If **You** need emergency repairs and are unable to contact **Us** for prior authorization, then **You** may take **Your Vehicle** to any state licensed **Repair Facility** to have the repairs performed prior to authorization by **Us**. In such a case, **You** must contact **Us** as soon as possible to open a claim file. Failure to obtain prior authorization from **Us** prior to the performance of a repair will not invalidate a covered claim if **You** show that it was not reasonably possible to do so.

MAINE

CANCELLATION, C., is deleted and replaced with the following: The **Agreement Holder** may cancel this **Agreement** within thirty (30) days of the Agreement Purchase Date and receive a full refund of the total Agreement Purchase Price plus any applicable sales tax, less any claims paid. The **Agreement Holder** may cancel this **Agreement** after thirty (30) days and receive a pro-rata refund of the total Agreement Purchase Price based on the greater of the number of days the **Agreement** was in force or the miles driven compared to the total **Agreement Term**, less any claims paid and less the applicable cancellation fee, in the amount of seventy-five dollars (\$75) or ten percent (10%) of the Agreement Purchase Price, whichever is less. The **Term** of this **Agreement** for cancellation purposes will be based on the **Agreement Purchase Date** and the **Vehicle** mileage on such date. If a refund is owed, the refund will be paid or credited within thirty (30) days from the date the **Obligor, Administrator** or **Seller** receives notice of the request to cancel from the **Agreement Holder**. A ten percent (10%) penalty per month must be added to a refund that is not paid or credited within forty-five (45) days after return of the **Agreement to Us**.

CANCELLATION, F., is amended as follows: **We** shall mail a written notice to the **Agreement Holder** at the last known address of the **Agreement Holder** contained in the records of the **Obligor** at least fifteen (15) days prior to cancellation by **Us**. The notice must state the effective date of the cancellation and the reason for the cancellation. If **We** cancel this **Agreement** within the first thirty (30) days of the Agreement Purchase Date, a full refund of the total Agreement Purchase Price will be issued. If **We** cancel this **Agreement** after the first thirty (30) days, **We** shall refund to the **Agreement Holder** one hundred percent (100%) of the unearned pro rata Agreement Purchase Price, less any claims paid.

If an emergency repair is needed when **Our** claims office is closed and prior authorization for the repair cannot be obtained, **You** should proceed with the claim procedure and contact **Us** for the reimbursement consideration instructions on the next business day.

EXCLUSIONS - WHAT IS NOT COVERED – is amended to include the following: **Consequential damages and pre-existing conditions are not covered under this Agreement.**

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

MARYLAND

CANCELLATION, C., is amended as follows: If **You** are the original **Agreement Holder** and **You** cancel this **Agreement** within thirty (30) days of the original Agreement Purchase Date, a full refund will be issued, less any claims paid. If **You** cancel this **Agreement** after the first thirty (30) days, **You** will receive a pro-rata refund of the total Agreement Purchase Price based on the miles driven compared to the total **Agreement Term**, less any claims paid. The **Term** of this **Agreement** for cancellation purposes will be based on the Agreement Purchase Date and the **Vehicle** mileage on such date. A ten percent (10%) penalty per month of the Agreement Purchase Price shall be added to a refund that is not paid within forty-five (45) days of return of this **Agreement to Us**. If a refund is owed, the refund will be paid or credited within thirty (30) days from the date the **Obligor, Administrator** or **Seller** receives notice of cancellation from the **AGREEMENT HOLDER**.

CANCELLATION, F., is amended as follows: After forty-five (45) days, **We** cannot cancel this **Agreement** except, when there exists: (1) a material misrepresentation or fraud at the time of sale of the **Agreement**; (2) a matter or issue related to the risk that constitutes a threat to public safety; (3) a change in the condition of the risk that results in an increase in the hazard insured against; (4) for non-payment of the Agreement Purchase Price; or (5) due to the revocation or suspension of the driver's license or motor vehicle registration of the named insured or covered driver under the policy and for reasons related to the driving record of the named insured or covered driver.

BREAKDOWN – A **Breakdown** will also be covered if it was caused by normal wear and tear of a covered component.

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

The cost of teardown and diagnostics are included with loss covered by this **Agreement**.

INSURANCE STATEMENT is amended as follows:

You may file a direct claim with the insurance company listed in the **INSURANCE STATEMENT** section if **We** fail to pay any claim or make any refund or consideration due within sixty (60) days after the proof is filed with the **Us**.

This **Agreement** is extended automatically when the **Obligor** fails to perform the services under the **Agreement**. The **Agreement** does not terminate until the services are provided in accordance with the terms of the **Agreement**.

MINNESOTA

CANCELLATION, C., 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 Administrator**.

CANCELLATION, F., is amended as follows: If **We** cancel the **Agreement**, written notice of such cancellation will be mailed to **You** fifteen (15) days prior to 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 the Agreement Purchase Price, material misrepresentation or substantial breach of duties by **You**.

MISSISSIPPI

CANCELLATION, C., is amended as follows: Cancellation fee may not exceed ten percent (10%) of the Agreement Purchase Price paid by **You** or seventy-five dollars (\$75), whichever is less. 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**.

CANCELLATION, F., 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 the Agreement Purchase Price, material misrepresentation, or substantial breach of duties by the

Agreement Holder relating to the **Vehicle** or its use. If **We** cancel this **Agreement** within the first thirty (30) days of the Agreement Purchase Date, a full refund of the Agreement Purchase Price will be issued, less any claims paid. After the first thirty (30) days, a pro-rata refund of the total **Agreement Purchase Price** based on the miles driven compared to the total **Agreement Term** will be issued less the amount of any claims paid.

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

IMPORTANT NOTICE ABOUT YOUR COVERAGE:

- 1.) This **Agreement** includes a binding 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 an **Agreement Holder** under this **Agreement**, **You** must resolve any dispute related to the **Agreement** by binding arbitration instead of a trial in court, including a trial by jury.
- 6.) Binding arbitration generally takes the place of resolving disputes by a judge and jury.
- 7.) Should **You** need additional information regarding the binding arbitration provision in the **Agreement**, **You** may contact Our toll-free assistance line at [(866) 351-3350].

MONTANA

CANCELLATION is amended as follows: If **We** cancel this **Agreement**, **We** will mail a written notice stating the effective date of and reason for cancellation to **Your** last known address at least five (5) days prior to cancellation, unless the reason for cancellation is nonpayment, material misrepresentation, or substantial breach by the **Agreement Holder** relating to the **Vehicle** or its use.

NEBRASKA

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

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

NEVADA

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

CANCELLATION, B. is deleted in its entirety.

CANCELLATION, C. is deleted and replaced with the following: **You** may cancel this **Agreement** by submitting a written request to the **Administrator** or **Seller** containing a copy of **Your Agreement** and the current mileage on **Your Vehicle**. During the first thirty (30) days from the Agreement Purchase Date, and no claims have been authorized or paid, **We** or the **Seller** will refund **You** one hundred percent (100%) of the Agreement Purchase Price. After the first thirty (30) days from the Agreement Purchase Date, or claims have been authorized or paid, **We** will refund **You** a pro-rated amount of the Agreement Purchase Price, based on the greater of the number of days the **Agreement** was in force or miles driven compared to the total **Agreement Term**, less a twenty-five-dollar (\$25) cancellation fee. If a refund is owed, the refund will be paid or credited within thirty (30) days from the date the **Obligor, Administrator** or **Seller** receives notice of cancellation from the **Agreement Holder**. The **Term** of this **Agreement** for cancellation purposes will be based on the **Agreement Purchase Date** and the **Vehicle** mileage on such date. If **You** cancel/return this **Agreement** to **Us** within the full refund period, 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 a refund is owed, the refund will be paid or credited within thirty (30) days from the date the **Obligor, Administrator** or **Seller** receives notice of cancellation from the **Agreement Holder**.

CANCELLATION, F. is deleted and replaced with the following: **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: (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**; (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. If **We** cancel this **Agreement** within thirty (30) days of the Agreement Purchase Date, and no claims have been made, **We** or the **Seller** will refund **You** one hundred percent (100%) of the Agreement Purchase Price. If **We** cancel this **Agreement** after the first thirty (30) days, a pro-rata refund of the total Agreement Purchase Price based on the greater of the number of days the **Agreement** was in force or miles driven compared to the total **Agreement Term** will be issued. If **We** cancel this **Agreement**, no cancellation fee will be assessed. No claims paid on **Your Agreement** will ever be deducted from any refund. 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 there is no lienholder or **You** have paid **Your** lien in full, the refundable amount will be paid to **You**. If there is an active lien by a lienholder for the **Agreement** purchase, the refundable amount will be paid to the lienholder up to the amount of the loan and **We** shall pay the excess to **You**. 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.

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**. 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.

NEW HAMPSHIRE

CANCELLATION, is amended as follows: The cancellation fee may not exceed ten percent (10%) of the amount paid by the **Agreement Holder** or seventy-five dollars (\$75), whichever is less. Claims paid will not be deducted from **Your** cancellation refund amount.

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 South Fruit Street, Suite 14, Concord, New Hampshire 03301 (603) 271-2261.

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

NEW JERSEY

The 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.

CANCELLATION, C., is amended as follows: If **You** request cancellation of this **Agreement** within thirty (30) days of the Agreement Purchase Date, a ten percent (10%) penalty per month of the Agreement Purchase Price will be added to the refund that is not made within forty-five (45) days of return of this **Agreement** to **Us**.

CANCELLATION, F., is amended as follows: If **We** cancel this **Agreement**, **We** shall mail a written notice to **You** at **Your** last known address at least five (5) days before cancellation. The notice shall state the effective date of the cancellation and the reason for the cancellation. Written notice is not required if canceled due to non-payment by **You** of the Agreement Purchase Price; a material misrepresentation by **You** to **Us**; or substantial breach of duties by **You** relating to the **Vehicle** or its use.

NEW MEXICO

CANCELLATION, C., is amended as follows: If the **Agreement Holder's** refund is not returned within sixty (60) days of return of this **Agreement** to **Us**, a ten percent (10%) penalty of the purchase price, for each thirty (30)-day period or portion thereof that the refund remains unpaid will be added to the refund. If the **Agreement Holder** cancels this **Agreement** after the first thirty (30) days, a refund of 100% of the unearned pro rata Agreement Purchase Price will be provided based on the greater of the number of days the **Agreement** was in force or miles driven compared to the total **Agreement Term**, less a cancellation fee of seventy-five dollars (\$75) or ten percent (10%) of the Agreement Purchase Price, whichever is less, and less any claims paid.

CANCELLATION, F., 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: **Your** failure to pay an amount when due; **You** are convicted of a crime that results in an increase in the service required under the **Agreement**; Discovery of fraud or material misrepresentation by **You** in obtaining the **Agreement** or in presenting a claim for service there under; or Discovery of either of the following if it occurred after the Agreement Purchase Date and substantially and materially increased the service required under the **Agreement**: a) An act or omission by **You**; or b) **Your** violation of any condition of the **Agreement**. If **We** cancel the **Agreement**, notice of such cancellation will be delivered to **You** by registered mail fifteen (15) days prior to cancellation. The notice of cancellation will state the reason for cancellation and will include any reimbursement required. The cancellation will be effective as of the date of termination as stated in the notice of cancellation.

If **You** have any concerns regarding the handling of **Your** claim, **You** may contact the Office of Superintendent of Insurance at 855-427-5674. ANY PERSON WHO KNOWINGLY PRESENTS A FALSE OR FRAUDULENT CLAIM FOR PAYMENT OF A LOSS OR BENEFIT OR KNOWINGLY PRESENTS FALSE INFORMATION IN AN APPLICATION FOR INSURANCE IS GUILTY OF A CRIME AND MAY BE SUBJECT TO CIVIL FINES AND CRIMINAL PENALTIES.

NEW YORK

CANCELLATION, C., 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**.

CANCELLATION, F., is amended as follows: If the **Obligor** cancels, a notice of cancellation will be sent to the **Agreement Holder**, which will include the effective date of the cancellation and the reason for the cancellation. The **Obligor** will mail a notice of cancellation to the **Agreement Holder** at least fifteen (15) days prior to cancellation.

If **You** need emergency repairs and are unable to contact **Us** for prior authorization, then **You** may take **Your Vehicle** to any state licensed **Repair Facility** to have the repairs performed prior to authorization by **Us**. In such case, **You** must contact **Us** as soon as possible to open a claim file. Failure to obtain prior authorization from **Us** prior to the performance of a repair will not invalidate a covered claim if **You** show that it was not reasonably possible to do so. Additionally, 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 do so.

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

This **Agreement** is amended to include: This **Agreement** does NOT provide coverage for any of the following parts or services: Repair or replacement of a covered component/part to correct conditions that may reasonably be assumed to have existed at the inception date of the coverage provided by this **Agreement** (pre-existing conditions) and Incidental or consequential damages, except as expressly provided otherwise in this **Agreement**, including personal injury, physical damage, loss of use, loss of time, storage charges, inconvenience, and commercial loss.

This **Agreement** is amended to include: At the sole discretion of the Administrator, replacement may be made with new, remanufactured, non-OEM or used parts, which are of a like kind and quality comparable with the original design specifications and wear tolerances of **Your Vehicle**.

NORTH CAROLINA

CANCELLATION, C., is amended as follows: a seventy-five-dollar (\$75) cancellation fee or ten percent (10%) of the pro rata refund amount, whichever is less, is applicable.

CANCELLATION, F., is amended as follows: **We** may only cancel this **Agreement** for non-payment of the Agreement Purchase Price or for a direct violation of the **Agreement** by **You**.

OHIO

CANCELLATION, C., is amended as follows: 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. This **Agreement** is not an insurance policy and is not subject to the insurance laws of this state.

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

OKLAHOMA

This **Agreement** is not issued by the manufacturer or wholesale company marketing the product. This warranty will not be honored by such manufacturer or wholesale company.

The coverage afforded under this **Agreement** is not guaranteed by the Oklahoma Insurance Guaranty Association. Oklahoma Service Warranty Statutes do not apply to commercial use references in Service Warranty Contracts.

CANCELLATION, C., is deleted in its entirety and replaced with the following: **You** may cancel this **Agreement** by submitting a written request to the **Administrator** or **Seller** containing a copy of **Your Agreement**. If **You** cancel during the first thirty (30) days from the

Agreement Purchase Date, and no claim has been authorized or paid, **We** or the **Seller** will refund **You** one hundred percent (100%) of the provider fee. After the first thirty (30) days from the Agreement Purchase Date, or if a claim was made within the first thirty (30) days, **We** or the **Seller** shall provide a refund of one hundred percent (100%) of the unearned pro-rata provider fee based on the greater of the number of days the **Agreement** was in force or miles driven compared to the total **Agreement Term**, less the cost of service provided under this **Agreement** and less a cancellation fee of 10% of the unearned pro rata premium or seventy-five dollars (\$75), whichever is less. The **Term** of this **Agreement** for cancellation purposes will be based on the **Agreement Purchase Date** and the **Vehicle** mileage on such date. If a refund is owed, the refund will be paid or credited within thirty (30) days from the date the **Obligor, Administrator** or **Seller** receives notice of cancellation from the **Agreement Holder**.

No cancellation fee will be charged if the lienholder cancels this **Agreement**.

CANCELLATION, F., is amended as follows: **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 **Seller** will refund **You** one hundred percent (100%) of the Agreement Purchase Price, less the cost of service provided under this **Agreement**. If **Your Agreement** is financed, the lienholder has the right to receive any portion of the cancellation refund amounts. If **Your Vehicle** is repossessed, stolen, or declared a total loss, **You** authorize the lienholder to cancel this **Agreement**.

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

OREGON

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

Arbitration is not applicable for Oregon residents; any arbitration must be by mutual agreement and conducted under local rules as required under ORS Chapter 36. The party's right to a jury trial cannot be denied. If Arbitration does occur, it is not required to go through any specific entity or use the entity's rules.

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 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, Capitol Center, 1201 Main Street, Ste. 1000, Columbia, South Carolina 29201 or by phone at (800) 768-3467.

CANCELLATION, C., 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**.

CANCELLATION, F., is amended as follows: If **We** cancel this **Agreement** for any reason, **We** will mail written notice to **You** at least fifteen (15) days prior to cancellation by **Us**. The notice of cancellation will state the effective date and reason for the cancellation. The Lienholder, if any, will be named on a cancellation refund check as their interest may appear.

TEXAS

CANCELLATION, C., is deleted in its entirety and replaced with the following: If the **Agreement Holder** cancels this **Agreement** before the thirty-first (31st) day of the Agreement Purchase Date, the **Agreement Holder** will receive a full refund of the total Agreement Purchase Price. If a claim has been incurred before the thirty-first (31st) day, the **Agreement Holder** shall receive a full refund of the Agreement Purchase Price less claims paid. If the **Agreement Holder** cancels this **Agreement** after the thirty-first (31st) day, the **Agreement Holder** will receive a pro-rata refund of the total Agreement Purchase Price, based on the greater of the number of days the **Agreement** was in force or miles driven compared to the total **Agreement Term**, less claims paid and the applicable cancellation fee in the amount of seventy-five dollars (\$75). The **Term** of this **Agreement** for cancellation purposes will be based on the **Agreement Purchase Date** and the **Vehicle** mileage on such date. If a refund is owed, the refund will be paid or credited within thirty (30) days from the date the **Obligor, Administrator** or **Seller** receives notice of cancellation from the **Agreement Holder**. 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**.

CANCELLATION, F., is amended as follows: If **We** cancel this **Agreement** for any reason other than non-payment of the Agreement Purchase Price or material misrepresentation by **You** to **Us**, **We** shall mail a written notice of cancellation to **You** at the last known address before the fifth (5th) day preceding the effective date of cancellation. The notice will state the effective date of cancellation and the reason for cancellation.

If a covered claim is not paid or a refund not provided within forty-five (45) days after **You** have filed proof of loss with **Us**, **You** may contact or file a claim directly with the insurance company listed in the **INSURANCE STATEMENT** section of this **Agreement**.

If **You** have any questions regarding the regulation of this **Agreement** or a complaint against **Us**, **You** may contact the Texas Department of Licensing and Regulation at 920 Colorado St., Austin, Texas 78701 or P.O. Box 12157, Austin, Texas 78711, (512) 463-6599.

UTAH

Payment of this **Agreement** may be paid with cash, check or credit card by the **Agreement Holder** or financed with the vehicle loan or lease. 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.

This **Agreement** does not provide deductible coverage for any third party claims.

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

If **You** need emergency repairs and are unable to contact **Us** for prior authorization, then **You** may take **Your Vehicle** to any state licensed **Repair Facility** to have the repairs performed prior to authorization by **Us**. In such a case, **You** must contact **Us** as soon as possible to open a claim file. Failure to obtain prior authorization from **Us** prior to the performance of a repair will not invalidate a covered claim if **You** show that it was not reasonably possible to do so. Additionally, 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 do so.

INSURANCE STATEMENT is amended as follows: **Our** obligations under this **Agreement** are guaranteed under a service contract reimbursement insurance policy. Should **We** fail to pay or provide service on any claim within sixty (60) days after proof of loss has been filed, the **Agreement Holder** is entitled to make a claim directly with the insurance company.

DISPUTE RESOLUTION/ARBITRATION AGREEMENT AND CLASS ACTION WAIVER is amended as follows: ANY MATTER IN DISPUTE BETWEEN CONSUMER 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 CONSUMER 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 AWARING 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

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

VIRGINIA

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

WASHINGTON

CANCELLATION, C., is deleted in its entirety and replaced with the following: **HOW YOU MAY CANCEL THIS AGREEMENT:** How **You** May Cancel This **Agreement:** **You** may cancel this **Agreement** by surrendering **Your** copy of this **Agreement** with written notice to the **Seller** or directly to **Us**. Written notice shall contain an odometer statement indicating the odometer reading at the date of the request for cancellation. If **You** cancel this **Agreement** within the first thirty (30) days and no claims have been filed, **We** will refund the entire Agreement Purchase Price. A ten percent (10%) penalty shall be added to any refund that is not paid or credited within thirty (30) days after return of this **Agreement** to the **Administrator** or to **Us**. If this **Agreement** is canceled after the first thirty (30) days or a claim has been filed, **We** will refund the unearned Agreement Purchase Price to **You** calculated on a pro-rata basis based on the greater of the number of days the **Agreement** was in force or miles driven compared to the total **Agreement Term**, less a cancellation fee of twenty-five dollars (\$25). The **Term** of this **Agreement** for cancellation purposes will be based on the **Agreement Purchase Date** and the **Vehicle** mileage on such date. If a refund is owed, the refund will be paid or credited within thirty (30) days from the date the **Obligor, Administrator** or **Seller** receives notice of cancellation from the **Agreement Holder**. In the event of cancellation, the lienholder identified on the **Schedule Page**, if any, will be named on a cancellation refund check as its interest may appear. If the **Vehicle** and this **Agreement** have been financed, the lienholder shown on the **Schedule Page** may cancel this **Agreement** for non-payment or if the **Vehicle** is declared a total loss or is repossessed. This right of cancellation does not confer ownership of this **Agreement** to the lienholder or otherwise entitle the lienholder to performance under this **Agreement**.

CANCELLATION, F., is deleted in its entirety and replaced with the following: **OUR RIGHT TO CANCEL THIS AGREEMENT:** **We** may cancel this **Agreement** based on one or more of the following reasons: (1) non-payment of the Agreement Purchase Price; (2) a material misrepresentation made by **You**; or (3) a substantial breach of duties by **You** under the **Agreement** relating to the **Vehicle** or its use. If this **Agreement** is canceled by **Us** within thirty (30) days of the Agreement Purchase Date, and no claim has been authorized or paid, a full refund of the total Agreement Purchase Price will be issued. If this **Agreement** is cancelled by **Us** after the first thirty (30) days, or a claim has been authorized or paid, a pro-rata refund of the total Agreement Purchase Price based on the greater of the number of days the **Agreement** was in force or 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. **We** will not charge a cancellation fee if this **Agreement** is cancelled by **Us**. **We** have only sixty (60) days from the date of the sale of the **Agreement** to the **Agreement Holder** to determine whether the **Vehicle** qualifies for the **Agreement**. Except as set forth above, after sixty (60) days the **Vehicle** qualifies for the issued **Agreement** and the **Obligor** may not cancel the **Agreement** and is fully obligated under the terms of the **Agreement** sold to the **Agreement Holder**. If **We** cancel this **Agreement** and a refund is owed, the refund will be paid or credited within thirty (30) days from the effective date of the cancellation.

Our performance under this **Agreement** is insured by an insurance policy issued to **Us** by the insurance company listed in the **OBLIGATIONS** section of this **Agreement** (Policy No. T3-46-0244). If **You** cancel this **Agreement**, **You** may apply for a refund with the insurance company. **You** may file a claim directly with the insurance company without restrictions. The state of Washington is the jurisdiction for any civil action in connection with this **Agreement**.

If **You** need emergency repairs and are unable to contact **Us** for prior authorization, then **You** may take **Your Vehicle** to any **Repair Facility** to have the repairs performed prior to authorization by **Us**. In such a case, **You** must contact **Us** as soon as possible to open a claim file. Failure to obtain prior authorization from **Us** prior to the performance of a repair will not invalidate a covered claim if **You** show that it was not reasonably possible to do so. Additionally, 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 do so.

The **DISPUTE RESOLUTION/ARBITRATION AGREEMENT AND CLASS ACTION WAIVER** section is amended as follows: 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 close proximity to the **Agreement Holder's** permanent residence.

WASHINGTON D.C.

CANCELLATION, C., is amended as follows: If the **Agreement Holder** cancels within the first thirty (30) days, a ten percent (10%) penalty per month shall be added to a refund not paid or credited within forty-five (45) days after return of the **Agreement** and upon receipt of the **Administrator**. The cancellation fee may not exceed ten percent (10%) of the Agreement Purchase Price or seventy-five dollars (\$75), whichever is less.

CANCELLATION, F., is amended as follows: In the event of cancellation by the **Obligor**, the notice of cancellation will include the effective date of, and reason for, the cancellation.

This **Agreement** is amended to include: At the sole discretion of the **Administrator**, replacement may be made with new,

remanufactured, non-OEM or used parts, which are of a like kind and quality comparable with the original design specifications and wear tolerances of Your Vehicle.

WEST VIRGINIA

If a covered Claim is not paid within fifteen (15) working days from the agreed upon settlement, **You** may file a claim directly with the insurance company listed in the **OBLIGATIONS** section of this **Agreement**.

DISPUTE RESOLUTION/ARBITRATION AGREEMENT AND CLASS ACTION WAIVER is amended as follows: If both parties agree to arbitrate, each party will select an arbitrator. The two arbitrators will select a third arbitrator. If they cannot agree upon the selection of a third arbitrator within thirty (30) days, both parties must request that selection of a third arbitrator be made by a judge of a court having jurisdiction. Local rules of law as to procedure and evidence will apply. Payment of the arbitrator's fee shall be made by **Us** if coverage is found to exist. If coverage is not found, each party will: (a) pay its chosen arbitrator; and (b) bear the other expenses of the arbitrator equally.

WISCONSIN

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

CANCELLATION, C., is amended as follows: The **Agreement Holder** may cancel this **Agreement** within thirty (30) days of the Agreement Purchase Date, or thirty (30) days from mailing if the **Agreement** is provided to **You** by mail and receive a full refund of the total Agreement Purchase Price, less any claims paid or made. The **Agreement Holder** may cancel this **Agreement** for any reason after the first thirty (30) days and receive a pro-rata refund of the total Agreement Purchase Price based on the greater of the number of days the **Agreement** was in force or miles driven compared to the total **Agreement Term**, less claims paid and less the applicable cancellation fee in the amount of seventy-five dollars (\$75). The cancellation fee may not exceed the lesser of seventy-five (\$75) dollars or ten percent (10%) of the amount paid by the **Agreement Holder**. The **Term** of this **Agreement** for cancellation purposes will be based on the **Agreement Purchase Date** and the **Vehicle** mileage on such date. If a refund is owed, the refund will be paid or credited within thirty (30) days from the date the **Obligor, Administrator** or **Seller** receives notice of cancellation from the **Agreement Holder**. A ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within thirty (30) days after return of the **Agreement** to the **Obligor, Administrator** or **Seller**.

CANCELLATION, F., is amended as follows: **We** may only cancel this **Agreement** for non-payment of the Agreement Purchase Price, material misrepresentation by **You** to the **Obligor** or **Administrator**, or substantial breach of duties by **You** relating to the **Vehicle** or its use. **We** will mail a written notice to **You** at the last-known address that **We** have on record at least five (5) days prior to cancellation by **Us**. The written notice will state the effective date of the cancellation and the reason for the cancellation. If **We** cancel this **Agreement** within thirty (30) days of the Agreement Purchase Date, a full refund of the total Agreement Purchase Price will be issued. At any other time, **We** will refund 100% of the unearned pro-rata Agreement Purchase Price, based on the greater of the number of days the **Agreement** was in force or miles driven compared to the total **Agreement Term**, less any claims paid. In the event of a total loss within thirty (30) days of the Agreement Purchase Date of property covered by the **Agreement** that is not covered by a replacement of the property pursuant to the terms of the **Agreement**, an **Agreement Holder** shall be entitled to cancel the **Agreement** and receive a full refund of the total Agreement Purchase Price, less any claims paid. In the event of a total loss after thirty (30) days of the Agreement Purchase Date of property covered by an **Agreement** that is not covered by a replacement of the property pursuant to the terms of the **Agreement**, an **Agreement Holder** shall be entitled to cancel the **Agreement** and receive a pro rata refund of any unearned provider fee, less any claims paid. If a covered claim is not paid within sixty (60) days after an **Agreement Holder** provides proof of loss, or if the **Obligor** becomes insolvent or otherwise financially impaired, the **Agreement Holder** may file a claim directly with the insurance company, listed in the **INSURANCE STATEMENT** section of this **Agreement**, for reimbursement, payment, or provision of the service. **You** may file a claim directly with the insurance company. In the state of Wisconsin, preauthorization of repair work is required by **Us**. However, if extenuating circumstances prevent **You** from obtaining preauthorization, **We** will not deny a claim based solely on the lack of preauthorization. **We** have the right to subrogation collections, but only after **You** have been made whole and are fully compensated for damages.

WYOMING

CANCELLATION, C., is amended as follows: If a full refund is due to **You** under this **Agreement**, a ten percent (10%) penalty per month will be added to the refund if it is not made within forty-five (45) days of return of this **Agreement** to **Us**.

CANCELLATION, F., is amended as follows: The **Obligor** of the **Agreement** shall mail a written notice to the **Agreement Holder** at the last known address of the **Agreement Holder** in the records of the provider at least ten (10) days prior to cancellation by the **Obligor**. Prior notice is not required if the reason for cancellation is non-payment of the **Agreement** Purchase Price, a material misrepresentation by the **Agreement Holder** to the **Obligor** or a substantial breach of duties by the **Agreement Holder** relating to the **Vehicle** or its use. The notice shall state the effective date of the cancellation and the reason for cancellation.

DISPUTE RESOLUTION/ARBITRATION AGREEMENT AND CLASS ACTION WAIVER provision is amended as follows: Arbitration cannot be binding without the right of appeal unless there is an agreement outside of the **Agreement**. Any arbitration proceedings shall be conducted within the state of Wyoming.