



Xceptional Used PLAN

NONE N/A

SCHEDULE NUMBER

SCHEDULE PAGE

Vehicle Information:					
Year N/A	Make EXAMPLE	Vehicle Model EXAMPLE	VIN # (Vehicle Identification Number 17 Digits) FOR EXAMPLE ONLY	<input type="checkbox"/> New	<input type="checkbox"/> Pre-Owned
Mileage at Time of Sale		Vehicle Purchase Date	Vehicle Purchase Price	Contract Purchase Date	Contract Purchase Price \$
Purchaser Information:					
Last Name PUBLIC		First Name JOHN AND JOAN	Middle Initial Q	E- Mail Address FOR EXAMPLE ONLY	
Address 123 MAIN STREET			City YOUR TOWN	State	Zip USA
Dealer/Seller Information:					
Dealer/Seller Name MOTOLOGIQ INC				Telephone	
Address USA			City USA	State	Zip Code USA
Lienholder Information:					
Lienholder Name				Telephone	
Address			City	State	Zip Code
Schedule Information:					
Coverage Level (You may select (✓) only one coverage) <input type="checkbox"/> POWERTRAIN <input type="checkbox"/> POWERTRAIN PLUS <input type="checkbox"/> SELECT <input type="checkbox"/> PREFERRED			Additional Coverages (must be selected at time of sale) <input type="checkbox"/> WEAR & TEAR <input type="checkbox"/> LIFTED VEHICLES (12" Max Lift)		
Deductible: \$250 per covered component OR \$50 at Preferred Shop by ADMIN					
Coverage begins on the Schedule Purchase date and expires upon the passing of the number of months or miles specified below, whichever occurs first.					
Schedule term		EXAMPLE _____ Months		EXAMPLE _____ Miles	

Acceptance of Terms, Conditions and Coverage		
<p>This Schedule is between You and the Administrator/Obligor and describes the Coverage Level for the Schedule Term selected above. You (the undersigned) hereby apply for a Vehicle Service Schedule ("Schedule") providing mechanical repair service covering the Vehicle Model listed above. Your signature below means You have read and fully understand the Schedule Term, Coverage Level, Terms and Conditions and Exclusions of this Schedule. If the Vehicle is ineligible for coverage the Administrator will notify You within thirty (30) days of Administrators receipt of the Schedule. You acknowledge Your understanding of the Arbitration provision in section VIII. You further understand that this Schedule is not required to obtain financing for the Vehicle, Your acceptance of this coverage under this Schedule is voluntary, and You are responsible for paying the Deductible for each repair visit, as selected in the Schedule Information section above. This Schedule is based on information You provided in this Application Page and acknowledge receipt of Your copy of this Schedule.</p>		
EXAMPLE _____ Customer Signature	_____ Purchase Date	EXAMPLE _____ Dealer / Seller Representative – Signature

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

AUTHORIZATION IS REQUIRED FROM THE ADMINISTRATOR PRIOR TO ANY AND ALL REPAIRS OR REPLACEMENT OF COVERED COMPONENTS. TO FILE A CLAIM CALL: TOLL FREE 877-484-6222

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

I. DEFINITIONS

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

"Administrator/Obligor, We, Us, and Our" means North American Auto Care, 5900 S. Lake Forest Dr. Ste. 250, McKinney Texas 75070, Phone: 877-484-6222.

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

"Deductible" means the amount **You** must pay for covered repairs per visit. The standard **Deductible** is \$250 per covered component OR \$50 if taken to a Preferred Shop by Administrator. If **Your Cost** is a **Warranty Deductible** charge imposed by the manufacturer, this Schedule will pay the manufacturer's **Deductible**.

"Mechanical Breakdown" - A **Mechanical Breakdown** under this contract, is defined as the inability of a covered component or assembly to perform as designed under normal operating conditions, due solely to defects in materials or faulty workmanship. This DOES NOT include the gradual reduction in operating performance due to wear and tear. For coverage of wear beyond service limits, the Wear and Tear option must be selected.

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

"Miles" means the number of **Miles** shown on the front of this Schedule.

"Months" means the number of **Months** shown on the front of this Schedule.

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

"Selling Dealer" means the dealer from whom **You** purchased this Schedule shown on the front of this Schedule.

"Schedule Price" means the amount **You** paid for this Schedule shown on the front of this Schedule.

"Schedule Purchase Date" means the date **You** purchased this Schedule.

"Vehicle" means the covered car or truck shown on the front of this Schedule.

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

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

II. COVERAGE

MECHANICAL REPAIR Schedule

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

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

1. IF YOU SELECTED POWERTRAIN COVERAGE COVERED COMPONENTS INCLUDE:

- A. **ENGINE** - Cylinder block, cylinder heads, and all internally lubricated parts including: pistons, piston pins, piston rings, connecting rods, connecting rod bearings, crankshaft and main bearings, camshaft and lifters/followers (lifters or followers which have not failed, and only require cleaning are not covered), intake and exhaust valves, push rods, rocker arm shafts, rocker arms, timing drive components including timing chains/belts (timing chain or belt which is being changed as part of the manufacturer's preventive maintenance schedule, is not covered). Valve train covers, intake and exhaust manifolds, flywheel, oil pump, and oil pan. Internal engine sensors. All factory installed sensors use to monitor engine performance, including oxygen MAS, MAP, TPS, vacuum, coolant temp, knock, cam, crank and oil level, oil pressure, fan temperature, and EGR position sensors. Engine control module, fuel injection control module. External Engine Components: harmonic balance, crankshaft pulley, engine mounts, idler pulleys, intercooler, belt tensioners, timing cover, emission air pump and control valve, crankcase ventilation valve, EGR valve and cooler, throttle body, idle air control motor or solenoid, factory oil cooler, oil filter adapter, and thermal vacuum valves.
- B. **AUTOMATIC TRANSMISSION** - Case and all internally lubricated parts including: planetary gear systems, clutch and steel packs, clutch drums, bands, internal seals, pump, valve body, internal sensors and internal solenoids, and overrunning or one way clutch assemblies. Torque converter and the torque converter housing.
- C. **STANDARD TRANSMISSION** - Case and all internally lubricated parts, including: input shaft, output shaft, idler shafts, main shaft, all internal gears, shift forks, and synchronizer assemblies. Standard transmission clutch assemblies, linkages, and hydraulic clutch units are not covered.
- D. **TRANSFER CASE** - Transfer case on all four wheel drive vehicles and all internally lubricated parts.
- E. **DIFFERENTIAL** - Front or rear differential housing and all internally lubricated parts (excluding wheel bearings). Drive shaft universal joints. (NOTE: Front or rear CV joints and front or rear wheel bearings are NOT covered).
- F. **LABOR** - Labor rate is based on Mitchell accepted flat rate time to repair or replace a covered component as part of an authorized repair or the Selling Dealer's posted Labor rate.
- G. **SEALS AND GASKETS** - provides replacement of seals and gaskets which are leaking fluids (lubricants or coolant). Slight seepage is not considered to be a covered repair (size of a quarter in 24 hours). (NOTE: Vacuum leaks are not covered).
- H. **EMERGENCY ROAD SERVICE** - FOR EMERGENCY ROADSIDE ASSISTANCE COVERAGE YOU MUST CALL 877-877-3377
- I. In the event Your Vehicle is disabled, We will dispatch a service Vehicle to Your location to assist You. In the event Your Vehicle is unable to continue under its own power, Your Vehicle may be towed to a location of Your choosing. You will receive twenty-five (25) miles of towing at no Cost. Any additional mileage will be Your responsibility and payment will be expected at the time service is rendered. When calling for towing or road service, You must call 877-877-3377. You will be required to give the representative assisting You the following information: Your Member Number (which is Your contract number on the top right of Your contract). Coverage: You are entitled to one (1) service per seventy-two (72) hours. Services available to You at no Cost are: a tow up to twenty-five (25) miles, battery jumpstart, flat tire change, fuel delivery (You are responsible for the actual Cost of the delivered materials), locksmith. Reimbursement: In the event Your Vehicle is disabled and You contracted for any of the above covered services on Your own, You will be able to submit Your original receipted road service expenses for reimbursement consideration. Maximum for any covered services is strictly limited to one hundred dollars (\$100.00). You must send Your original receipted roadside bills along with a letter of explanation to: Auto Knight Motor Club, Inc., 10751 Deerwood Park Blvd., Ste. 200, Jacksonville, FL 32256

2. IF YOU SELECTED POWERTRAIN PLUS COVERAGE COVERED COMPONENTS INCLUDE POWERTRAIN COVERAGE IN ADDITION

TO:

- A. **RENTAL CAR** - Thirty dollars (\$30.00) per day up to 3 days after claim is opened. **We** are not responsible for **Repair Facility's** inability to schedule repair or obtain parts.
 - B. **AIR CONDITIONING** - AC compressor, AC clutch and clutch coil on vehicles with factory 134 air conditioning units. Condenser, condenser fan motor.
 - C. **AXLE SHAFTS** - Axle shafts on front wheel drive vehicles after the greater of 30 days or 1,000 miles. Boot failure or damage resulting from boot failure is NOT covered.
 - D. **LIMIT OF LIABILITY** - **Our** maximum liability under the Power Train coverage (1 or 2) is to repair the **Vehicle** within the terms of the contract up to a maximum lifetime benefit equal to the lesser of the value of the **Vehicle** at the time of sale or the JD Power retail book value at the time of repair.
3. **IF YOU SELECTED SELECT COVERAGE COVERED COMPONENTS INCLUDE POWERTRAIN AND POWERTRAIN PLUS IN ADDITION TO:**
- A. **FUEL SYSTEM** - Primary Fuel Pump
 - B. **DIFFERENTIAL** - Front or rear axle joints. Boot failure, or damage resulting from boot failure, is NOT covered.
 - C. **COOLING SYSTEM** - Fan and fan clutch, primary electric fan motor, primary water pump, and radiator.
 - D. **AIR CONDITIONING** - Compressor, compressor clutch, clutch coil, evaporator, and condenser on vehicles with factory installed air conditioning originally equipped with R134a. AC dash control and modules.
 - E. **STEERING** - Steering gear, rack and pinion, and all internal parts. Power steering cooler and lines. Power steering pump (electric or engine driven), steering column shaft and couplings.
 - F. **SUSPENSION** - Front or rear springs which are broken. Control arms, control arm bushings, and upper or lower ball joints. Control arm shafts, front or rear wheel bearings, spindles, radius arms and bushings. Stabilizer bar, links and bushings, torsion bars, and hub assembly. (NOTE: Items which are worn beyond service limits are not covered without the Wear and Tear option).
 - G. **BRAKES** - All brake components, including all components of the anti-lock brake system including: wheel cylinders, front or rear calipers, brake springs, pins, and hardware kits, wheel speed sensors (sensors damaged by bad wheel bearings are not covered), brake hoses, brake lines, brake combination or proportioning valves, master cylinder, ABS pump, ABS module, ABS hydraulic unit, ABS hydraulic control unit, ABS accumulator, parking brake actuator. (NOTE: Brake linings, pads, rotors and drums are NOT covered).
 - H. **ELECTRICAL** - Alternator, voltage regulator, front or rear wiper motors (head lamp wiper assemblies are NOT covered), starter motor, power window motors and regulators, power seat motors, and power door lock actuators.
 - I. **TRIP INTERRUPTION** - In the event of covered **Mechanical Breakdown** which occurs more than one hundred (100) miles from **Your** home and results in a **Repair Facility** keeping the **Vehicle** overnight, **We** will reimburse **You** for receipted motel and restaurant expenses, up to ninety dollars (\$90.00) per day for a maximum of three (3) days. Total benefits shall not exceed two hundred seventy dollars (\$270.00) **Per Occurrence**. Prior authorization is not required for Trip Interruption benefits.
 - J. **LABOR** - Labor charges are based on Mitchell flat rate time to repair or replace a covered component up to one hundred twenty-five dollars (\$125.00) per hour of posted labor rate time.
 - K. **LIMIT OF LIABILITY** - **Our** maximum liability under the Select Coverage is to repair the **Vehicle** within the terms of the contract up to a maximum lifetime benefit equal to the lesser of the value of the **Vehicle** at the time of sale or the J.D.Power retail book value at the time of repair.
4. **IF YOU SELECTED PREFERRED COVERAGE COVERED COMPONENTS INCLUDE POWERTRAIN, POWERTRAIN PLUS, AND SELECT IN ADDITION TO:**
- A. **TRANSMISSION** - External solenoid packs, factory transmission control module, powertrain control module, related sensors and external control solenoids or motors.
 - B. **DIFFERENTIAL AND TRANSFER CASES** - External shift solenoids, levers, or mechanisms.
 - C. **COOLING SYSTEM** - Fan control module, heater motor, heater control module, heater core, coolant pump for heater, coolant heater solenoids or control valves.
 - D. **AIR CONDITIONING** - AC radiator cooling fan, drier, orifice tube, AC control module.
 - E. **ELECTRICAL** - Sun roof motors, convertible top motors or actuators, power antenna, power mirrors, cruise control computer and actuator; power trunk, tailgate, hatch, and side door motors or actuators (including vacuum motors or actuators). Remote door lock receivers. Wiring harnesses. Ignition lock cylinder, all manually operated switches. Driver information gauges. (NOTE: Remote transmitters or key fobs, GPS, Radio, Stereo Systems, CD Changers, MP3 players, TV, Disc Players, Satellite Radio, and OnStar units are NOT covered).
 - F. **RENTAL CAR** - Thirty dollars (\$30) per day for up to five days after a covered claim is opened. **We** are not responsible for the repair center's inability to schedule the repair or obtain parts.
 - G. **LABOR** - Labor charges are based on Mitchell flat rate time to repair or replace a covered component up to one hundred twenty-five dollars (\$125.00) per hour of posted labor rate time.
 - H. **FUEL SYSTEM** - Primary and secondary fuel pumps, fuel injectors, fuel rails, fuel pressure regulator(s), fuel control module.
 - I. **TURBOCHARGER/SUPERCHARGER** - Factory installed turbo/supercharger, waste gate, and control module.
 - J. **FLUIDS** - Up to one hundred dollars (\$100.00) fluid allowance for any covered repair including R134a refrigerant.
 - K. **DIAGNOSTIC CHARGES** - Up to two hours or one hundred dollars (\$100.00) diagnostics coverage (whichever is less).
 - L. **LIMIT OF LIABILITY** - **Our** maximum liability under the Preferred Coverage is to repair the **Vehicle** within the terms of the contract up to a maximum lifetime benefit equal to the lesser of the value of the **Vehicle** at the time of sale or the JD Power retail book value at the time of repair. Only the components listed under the Category of Coverage, that **You** have chosen (as indicated on the front page of this Schedule), are covered by this Schedule. No other components, systems, or units are covered by this Schedule. Once this contract is in effect, coverage cannot be upgraded or changed in anyway.

III. YOUR RESPONSIBILITIES

- A. **Maintenance Requirements and Service History** - In order to keep **Your Schedule** valid, **You** must follow the maintenance procedures listed below. If **Your** failure to follow these procedures causes a **Mechanical Breakdown**, **You** may be denied coverage. **Your Vehicle** must be serviced receiving all scheduled maintenance as recommended by the **Manufacturer** in the **Owner's Manual**. **You** must keep receipts which verify the **Vehicle Identification Number** and all repair orders/maintenance records issued by the **Selling Dealer/Repair Facility** performing the required services on **Your Vehicle**. Repair order/maintenance records must include the date, a description of **Your Vehicle**, mileage and list in detail each of the services performed and maintenance parts replaced. **We** may require **You** to furnish the **Administrator** with proof that the specified services have been performed. Failure to show proof of servicing may result in denial of coverage.

B. **Filing a Claim - If Your Vehicle incurs a Mechanical Breakdown, You must take the following steps to file a claim:**

1. **Prevent Further Damage – Take immediate action to protect Your Vehicle from further damage. Your Contract will not cover the damage caused by not securing a timely repair when a Mechanical Breakdown has occurred. You are responsible for observing Your Vehicle warning lights and gauges, and taking appropriate action immediately to prevent further damage. Failure to do so may result in the denial or the limitation of Coverage.**
2. **Take Your Vehicle to any licensed Repair Facility. If You are within 50 miles of the issuing dealer, We recommend that You return to the dealer for repairs. Your Vehicle must be at a Repair Facility for a claim to be opened. If You need assistance in locating a Repair Facility, contact the Administrator at 877-484-6222.**
3. **Provide Repair Facility with a copy of Your Contract and/or Your Contract Number.**
4. **Prior Approval – Prior to any repair being made, have the Repair Facility contact the Administrator with the estimate of repairs containing both parts and labor, and to obtain an authorization for the claim. The Administrator can be contacted Monday through Friday, 8:00 a.m. to 6:00 p.m. Central at 1-877-484-6222. Emergency repairs, done outside of working hours, may be submitted to Customer Service with a letter of explanation for payment consideration. If it is determined that a covered component has failed and the estimate for the repair is agreed upon by Our adjuster, an authorization number will be issued by the Administrator. The amount authorized by the Administrator is the maximum amount that will be paid for repairs covered under the terms of this Contract. No repairs are to be made on Your Vehicle until an authorization number is issued by the Administrator. Any claim for repairs without prior authorization will not be covered.**
5. **Authorize Tear-Down - Authorize the Repair Facility to perform necessary diagnostic work and provide “teardown” authorization so that the Repair Facility can provide accurate diagnosis and estimate of repairs.**
6. **Allow the Administrator to inspect Your Vehicle prior to any repairs being made.**
7. **After investigating Your Vehicle’s component failure, in case of a discrepancy in findings, the Administrator reserves the right to have repairs done at a location other than the one You have selected.**
8. **Payment of Claims - To obtain payment for a covered repair You, or the Repair Facility must submit a legible copy or original repair order to the Administrator. Repair orders must be readable and understandable, and contain the following information: Repair Facility name, address and phone number, Your name, address and phone number, repair diagnosis, parts and labor hours, authorization number, vehicle identification number, vehicle mileage, year, make and model. Authorization number issued by the Administrator must appear on all receipts submitted for reimbursement. No invoices will be processed without a valid authorization number. Once authorization is obtained, and the repair is completed, all repair orders and documentation must be submitted to the Administrator within 180 days to be eligible for payment.**

IV. TERMS AND CONDITIONS

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

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

V. EXCLUSIONS – WHAT THIS Schedule DOES NOT COVER

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

IN ADDITION, WE WILL NOT PAY BENEFITS:

1. **FOR COSTS COVERED BY ANY WARRANTY OF THE MANUFACTURER, STATE REQUIRED WARRANTY, DEALER WARRANTY, INSURANCE POLICY, REPAIR FACILITY’S GUARANTEE, OR ANY OTHER GUARANTEE REGARDLESS OF WHETHER THEY HONOR SUCH WARRANTY OR GUARANTEE.**
2. **WHEN REPAIRS ARE PERFORMED WITHOUT THE ADMINISTRATOR’S PRIOR AUTHORIZATION.**
3. **FOR A MECHANICAL BREAKDOWN CAUSED BY OR INVOLVING COLLISION, FIRE, THEFT, CONDITIONS OF THE ENVIRONMENT, DAMAGE THAT RESULTS FROM SOMEONE ALTERING THE VEHICLE, MISUSING THE VEHICLE, TAMPERING WITH THE VEHICLE, MAKING IMPROPER ADJUSTMENTS, IMPROPER FUELS, IMPROPERLY MAINTAINING THE VEHICLE, FAILING TO MAINTAIN THE VEHICLE WITHIN MANUFACTURER’S RECOMMENDATIONS, DAMAGE OR FAILURE OF A COVERED COMPONENT CAUSED BY AN NON-COVERED COMPONENT, AND PREVIOUS OR IMPROPER REPAIRS.**
4. **FOR LOSS OF TIME, ECONOMIC LOSS, INCONVENIENCE, LODGING, FOOD, FREIGHT CHARGES, CORE CHARGES, STORAGE CHARGES, OR OTHER CONSEQUENTIAL LOSS OR DAMAGE THAT RESULTED FROM A MECHANICAL BREAKDOWN.**
5. **FOR A MECHANICAL BREAKDOWN WHEN CONTAMINATED OR POOR QUALITY FLUIDS, FUELS, LUBRICANTS OR GREASE CAUSED OR CONTRIBUTED TO THE MECHANICAL BREAKDOWN OR FOR DAMAGE CAUSED BY FUELS CONTAINING MORE THAN 10% ETHANOL IF THE VEHICLE WAS NOT MANUFACTURED FOR THIS FUEL MIXTURE.**
6. **FOR FLUID LEAKS OR DAMAGE THAT RESULTS FROM FLUID LEAKS.**
7. **FOR ANY MECHANICAL BREAKDOWN CAUSED BY CONTAMINATION, OVERHEATING, LACK OF COOLANT OR LUBRICANTS.**
8. **FOR A MECHANICAL BREAKDOWN CAUSED BY OR INVOLVING MODIFICATIONS UNLESS THOSE MODIFICATIONS WERE PERFORMED BY THE MANUFACTURER (E.G. OVERSIZED TIRES, LIFT KIT [UNLESS CHECKED OFF ON FRONT PAGE AND VEHICLE IS DECLARED A CLASS 4 VEHICLE], AFTERMARKET PERFORMANCE PARTS OR SYSTEMS).**

9. FOR A MECHANICAL BREAKDOWN CAUSED BY ABUSE, MISUSE, ALTERATIONS OR LACK OF CUSTOMARY MAINTENANCE AS RECOMMENDED IN SCHEDULE SECTION III A. MAINTENANCE REQUIREMENTS AND/OR IN THE MANUFACTURER'S MAINTENANCE SCHEDULE FOR YOUR VEHICLE.
10. FOR A MECHANICAL BREAKDOWN OF A COVERED PART RESULTING FROM THE FAILURE OF A NON-COVERED PART.
11. FOR A MECHANICAL BREAKDOWN CAUSED BY OR INVOLVING EQUIPMENT, COMPONENTS OR SYSTEMS NOT INSTALLED BY THE MANUFACTURER.
12. IF YOUR VEHICLE'S ODOMETER HAS BEEN STOPPED, ALTERED OR MISREPRESENTS YOUR VEHICLE'S ACTUAL MILEAGE, WHEREBY THIS CONTRACT WILL BE CONSIDERED VOIDED.
13. FOR A MECHANICAL BREAKDOWN THAT IS A DIRECT RESULT OF A MECHANICAL OR STRUCTURAL DEFECT WHEN THE MANUFACTURER HAS ANNOUNCED A PUBLIC RECALL FOR THE PURPOSE OF CORRECTING SUCH A DEFECT.
14. FOR ADDITIONAL LOSS OR DAMAGE WHICH IS OCCASIONED BY YOU OR OPERATOR'S FAILURE TO USE ALL REASONABLE PRECAUTIONS TO PROTECT THE VEHICLE FROM ANY FURTHER LOSS OR DAMAGE AFTER A MECHANICAL BREAKDOWN OR FAILURE HAS OCCURRED OR BEEN INDICATED.
15. FOR A MECHANICAL BREAKDOWN WHICH EXISTED PRIOR TO, OR WAS CAUSED BY A CONDITION WHICH EXISTED PRIOR TO THE SCHEDULE PURCHASE DATE.
16. IF YOUR VEHICLE HAD BEEN DECLARED A TOTAL LOSS, SALVAGED OR JUNK VEHICLE.
17. FOR EXPENSES CHARGED FOR DISPOSAL OF ENVIRONMENTALLY UNSAFE MATERIALS.
18. FOR EXPENSES CHARGED FOR NON-SPECIFIC MATERIALS OR SHOP SUPPLIES.
19. IF YOUR VEHICLE WAS MANUFACTURED AS A NON-U.S. SPECIFICATION MODEL.
20. FOR A MECHANICAL BREAKDOWN CAUSED BY TOWING A TRAILER OR ANOTHER VEHICLE UNLESS YOUR VEHICLE IS EQUIPPED FOR THIS AS RECOMMENDED BY THE MANUFACTURER.
21. FOR A MECHANICAL BREAKDOWN CAUSED BY USING YOUR VEHICLE FOR RACING OR OTHER COMPETITION.
22. IF YOUR VEHICLE HAS BEEN MODIFIED TO PLOW SNOW, WHETHER THE SNOW PLOW BLADE IS ATTACHED TO THE VEHICLE OR NOT.
23. FOR A MECHANICAL BREAKDOWN CAUSED BY RUST OR WEATHER RELATED CORROSION.
24. IF YOUR VEHICLE IS USED FOR COMMERCIAL PURPOSES. EXAMPLES OF COMMERCIAL USE INCLUDE BUT ARE NOT LIMITED TO: TAXI, POLICE CAR OR OTHER EMERGENCY VEHICLE, HAULING, CONSTRUCTION (OTHER THAN DRIVING TO AND FROM WORK), PICKUP AND DELIVERY SERVICE, DAILY RENTALS, CARRY PASSENGERS FOR HIRE, SNOWPLOWING AND COMPANY POOL USE OR BUSINESS TRAVEL WHEN THE VEHICLE IS USED BY MORE THAN ONE DRIVER.
25. IF YOUR VEHICLE IS AN EXOTIC VEHICLE OR IS A TRUCK RATED MORE THAN 1 TON.
26. FOR REPAIRS MADE SOLELY TO MEET OR MAINTAIN ANY GOVERNMENTAL EMISSION STANDARDS.
27. DAMAGE CAUSED TO YOUR ENGINE, TRANSMISSION, TRANSFER CASE OR AXLE ASSEMBLY RESULTING FROM WATER INGESTION.
28. FOR REPAIRS OF WATER AND AIR LEAKS, RATTLES, SQUEAKS AND WIND NOISE.
29. FOR REPAIRS RECOMMEND BY A MANUFACTURER'S TECHNICAL SERVICE BULLETIN (TSB).
30. ANY COMPONENT WHICH IS NOT LISTED IN THE SELECTED COVERAGE SECTION AS SHOWN ON THE APPLICATION PAGE.

INELIGIBLE VEHICLES

The following Vehicles are ineligible under this SCHEDULE:

1. Any imported Vehicle that was not originally manufacturer to meet U.S. Federal Motor Vehicle Standards.
2. Any Vehicle that was reconstructed from salvage, declared a total loss, declared a lemon, or if the original manufacturer's warranty was voided for any reason.
3. Any Vehicle that is or will be used/equipped or identified as: farming, forestry, agriculture, welding, road construction or oil field industries; taxicab, rental, limousine, auto transport, shuttle or livery service, emergency response vehicles including police, fire, search and rescue, ambulance, paramedic, or security; mail carrier or any other pick up delivery services; waste removal, dump truck, hazardous material transportation; federal, state or city government, or military use; fleet/pool vehicles used by multiple drivers, or commercial use.
4. Any Vehicle equipped with a snow plow or tire modification.
5. Any Vehicle with a lift kit modification unless the lift is up to 12" and the appropriate surcharge has been paid.
6. Any Vehicle that has the following characteristics: dump bed, step-van, high-cube van, incomplete vehicles, right hand steering vehicles, or Vehicles that have special bodies designed for commercial use.

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

VI. CANCELLATION OF THIS SCHEDULE

You may cancel this SCHEDULE by submitting a written request to the Dealer/Seller including a copy of Your SCHEDULE. During the first thirty (30) days from the SCHEDULE Purchase Date, We or the Dealer/Seller will refund You 100% of the SCHEDULE Purchase Price, less any claims paid on Your SCHEDULE. After the first thirty (30) days from the SCHEDULE Purchase Date, We or the Dealer/Seller will refund You a pro rata refund of the SCHEDULE Purchase Price, based on the term remaining of the SCHEDULE, less a [fifty dollars (\$50)] cancellation fee. After thirty (30) days, We may cancel this SCHEDULE for material misrepresentation or fraud at time of sale. If We cancel this SCHEDULE, We or the Dealer/Seller will refund You 100% of the SCHEDULE Purchase Price, less any claims paid on Your SCHEDULE. If Your SCHEDULE 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 SCHEDULE. The lienholder, if any, will be named on a cancellation refund check as their interest may appear.

VII. TRANSFER OF THIS SCHEDULE

In the event that You sell the Vehicle, this SCHEDULE shall terminate or You may apply for a transfer to the new owner. If You choose to apply for transfer of the SCHEDULE to the new owner the transfer request must be made in writing within thirty (30) days from the date of sale to a private party (non-commercial party) and include the following: (1) A check for a one hundred dollar (\$100) transfer fee; (2) A copy of the Application Page of this SCHEDULE; (3) A signed affidavit stating the date of sale, the mileage at sale and the new owner's name, address and telephone number.

If You do not request the transfer of the SCHEDULE to the new owner the SCHEDULE shall terminate. To receive a refund of the unearned SCHEDULE Price you must: (1) notify Us in writing within thirty (30) days of the sale and (2) provide a signed affidavit stating the date of the sale. If Your SCHEDULE is financed, the Lienholder has the right to receive any portion of the cancellation refund amounts.

The **SCHEDULE** may not be assigned separately from the **Vehicle**, nor can it be assigned to a New or Used Car Dealership or anyone other than an individual person that purchased **Your Vehicle**. This **SCHEDULE** may only be transferred once. **IMPORTANT: This SCHEDULE is not transferable to a dealer or entity in the business of selling, trading or leasing vehicles in any event.**

VIII. ARBITRATION

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

1. Arbitration is a method of resolving any claim, dispute or controversy without filing a lawsuit. In this Arbitration Provision, **You, We,** and the **Administrator** (the "Parties") are waiving our right to go to court and are agreeing instead to submit any claims, disputes or controversies between the Parties to binding arbitration. This Arbitration Provision sets forth the terms and conditions of our SCHEDULE to binding arbitration. The Parties agree and acknowledge that the transaction evidenced by this **SCHEDULE** affects interstate commerce and the Federal Arbitration Act ("Act") applies to this Arbitration Provision.
2. The Parties agree to resolve all claims, disputes and controversies (collectively "Claims") related in any way to this **SCHEDULE** by binding arbitration, including but not limited to Claims related to the underlying transaction giving rise to this **SCHEDULE**, and including further, without limitation, Claims arising under contract, tort, statute, regulation, rule, ordinance or other rule of law or equity. In addition, the arbitrator shall decide issues related to the applicability, scope and validity of this Arbitration Provision. Notwithstanding this SCHEDULE to arbitrate, each of the Parties retains the right to seek remedies in small claims court to resolve any Claim within the jurisdiction of small claims court. By signing this **SCHEDULE**, **You** acknowledge **Your** understanding that all Parties hereunder are waiving their rights to go to court, except for small claims court, to resolve any Claims arising under this **SCHEDULE** between or among the Parties.
3. **YOU** AGREE AND HEREBY EXPRESSLY WAIVE ANY RIGHT **YOU** MAY HAVE TO LITIGATE IN SMALL CLAIMS COURT, STATE, COUNTY OR FEDERAL COURT ANY CLAIM ON A CLASS-ACTION BASIS OR IN ANY OTHER COLLECTIVE OR REPRESENTATIVE PROCEEDING AS EITHER A REPRESENTATIVE OR MEMBER OF A CLASS, OR AS A PRIVATE ATTORNEY GENERAL, OR TO OTHERWISE PURSUE ANY CLAIM IN A CLASS-ACTION IN SMALL CLAIMS, STATE, COUNTY OR FEDERAL COURT. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS ARBITRATION PROVISION, ANY DISPUTE REGARDING THE VALIDITY AND EFFECT OF THIS CLASS ACTION WAIVER PROHIBITING **YOU** FROM PARTICIPATING IN OR FILING A CLASS-ACTION IN ANY COURT SHALL BE DETERMINED EXCLUSIVELY BY A COURT.
4. The arbitration shall be administered by the American Arbitration Association ("AAA"). The arbitration shall be governed pursuant to the AAA Consumer Arbitration Rules (the "Code"). The arbitration will take place before a single, neutral arbitrator selected in accordance with the Code in effect at the time the arbitration is commenced. **You** have a right to attend the arbitration hearing in person. You may choose to have any arbitration hearing held in the county that **You** live in, the closest AAA location to **Your** residence, or via telephone. For information about how to initiate arbitration with the AAA, the Parties shall refer to the AAA Code and forms at www.adr.org or call (800) 778-7879.
5. If **You** initiate arbitration with AAA, **You** must pay any AAA filing fee in effect at the time **You** initiate arbitration. **We** will pay all other remaining arbitration costs and expenses, including any remaining AAA costs or expenses and all remaining, reasonable professional fees for the arbitrator's services. If **We** initiate arbitration against **You**, **We** will pay **Your** filing fee and all costs associated with the arbitration. **We** shall bear the expense of **Your** reasonable and actual attorney's fees, as determined by the arbitrator, regardless of which party prevails in the arbitration; provided however, in the event the arbitrator determines one or more of **Your** Claims to be frivolous, **You** shall bear all of **Your** own expenses, including all attorney's fees.
6. An arbitration award may not be set aside except upon the limited circumstances set forth in the Federal Arbitration Act. An award in arbitration will be enforceable under the Federal Arbitration Act by any court having jurisdiction.
7. The time for commencing an arbitration asserting any Claim shall be determined by reference to the applicable statute(s) of limitations, including the applicable rules governing the commencement of the limitations period, and a Claim in arbitration is barred to the same extent it would be barred if it were asserted in court rather than in arbitration.
8. NOTHING HEREIN IS INTENDED OR SHOULD BE CONSTRUED AS CONSENT TO CLASS-ACTION OR REPRESENTATIVE ARBITRATION. BY SIGNING THIS **SCHEDULE**, THE PARTIES AGREE AND ACKNOWLEDGE THAT THERE IS NO SCHEDULE OF ANY KIND BETWEEN THE PARTIES TO CONDUCT ANY ARBITRATION ON A CLASS-ACTION OR COLLECTIVE BASIS, BY **YOU** AS A REPRESENTATIVE OF OTHERS, A PRIVATE ATTORNEY GENERAL OR A MEMBER OF A CLASS. THE PARTIES COLLECTIVELY AND **YOU**, INDIVIDUALLY, ACKNOWLEDGE AND DO NOT AGREE TO ARBITRATION OF ANY CLAIM HEREUNDER ON A CLASS-ACTION, COLLECTIVE OR REPRESENTATIVE BASIS UNDER ANY CIRCUMSTANCES.
9. If any portion of this Arbitration Provision is deemed invalid or unenforceable, the remaining portions of this Arbitration Provision shall nevertheless remain valid and enforceable, provided, however, that if the portions regarding **Your** waiver of class-action rights or the Parties' acknowledgement of no SCHEDULE as to class arbitration are deemed invalid or unenforceable, then this Arbitration Provision shall, upon election of any Party, be invalidated and unenforceable in its entirety.
10. In the event of a conflict or inconsistency between this Arbitration Provision and the other provisions of this **SCHEDULE** or any prior SCHEDULE, this Arbitration Provision governs.
11. **YOU SHALL HAVE THE RIGHT TO OPT OUT OF THIS SCHEDULE TO ARBITRATE BY PROVIDING WRITTEN NOTICE OF YOUR INTENTION TO DO SO TO US VIA CERTIFIED MAIL WITHIN THIRTY (30) DAYS OF THE EXECUTION OF THIS SCHEDULE.**

IX. OBLIGATIONS

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

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

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

In New York and Wisconsin, obligations under this SCHEDULE are insured under an insurance policy issued by Blue Ridge Indemnity Company, 10751 Deerwood Park Blvd., Suite 200 Jacksonville, FL 32256, Tel: (800) 888-2738.

In the event the Obligor fails to pay an authorized claim within sixty (60) days, or if the Obligor becomes insolvent or ceases to conduct business during the Term of this SCHEDULE, You may file a direct claim with the insurer as designated above. To do so, please call the following number for instructions: (800) 888-2738.

X. STATE DISCLOSURES

ALABAMA: E. CANCELLATION, Item 3. 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. 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 days 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. The Term of this Agreement for cancellation purposes will be based on the Vehicle Purchase Date and the Vehicle mileage on such date. 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 Agreement will be governed under the laws of the State of Alabama.

ALASKA: E. CANCELLATION, Item 3. 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, if no claim has been made, and receive a refund of the full amount of the Agreement Purchase Price. The Agreement Holder may cancel this Agreement after (30) days or if a claim has been made and receive a pro-rata refund of the total Agreement Purchase Price based on the greater of the days in force compared to the total Agreement Term less the applicable cancellation fee in the amount of fifty dollars (\$50) or seven point five percent (7.5%) of the unearned Agreement Purchase Price, whichever is less. If We do not pay or credit Your refund within forty-five (45) days after return of the Agreement to Us, a penalty of ten percent (10%) of the unearned Agreement Purchase Price for each month the refund remains unpaid shall be added to the refund.

The Administrator section is amended as follows: We may only cancel this Agreement for the following reasons: (1) Your non-payment of the Agreement Purchase Price; (2) Your conviction for a crime having as one of its necessary elements an act increasing a hazard covered by this Agreement; (3) Discovery of fraud or material misrepresentation made by You in obtaining the Agreement or pursuing a claim under the Agreement; (4) Discovery of a grossly negligent act or omission by You that substantially increases the hazards covered by this Agreement; (5) Physical changes in the Vehicle that result in the Vehicle becoming ineligible for coverage under the Agreement; or (6) A substantial breach of duties by You related to the Vehicle. If We cancel this Agreement, We will mail a written notice stating the effective date of and reason for cancellation to Your last known address at least five (5) days prior to cancellation, unless the reason for cancellation is non-payment or a material misrepresentation.

This Agreement does not provide coverage for damages for bad faith, punitive or exemplary damages, personal injury including bodily injury, property damage (except as specifically stated in the Agreement), and attorney's fees.

The DISPUTE RESOLUTION/ARBITRATION AGREEMENT AND CLASS ACTION WAIVER section is deleted in its entirety and replaced with the following: If You and the Administrator/Obligor fail to agree on the amount of a covered first party loss, either may make written demand upon the other to submit the dispute for appraisal. Within ten (10) days of the written demand, each party must notify the other of the appraiser each has selected. The two appraisers will promptly choose a competent and impartial umpire. Not later than fifteen (15) days after the umpire has been chosen, unless the time period is extended by the umpire, each appraiser will separately state, in writing, the amount of the loss. If the appraisers submit a written report of 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.

The reference to DISPUTE RESOLUTION/ARBITRATION AGREEMENT AND CLASS ACTION WAIVER is deleted from Page 1.

. OBLIGATIONS 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. To do so, please call the following number for instructions: [(800) 888-2738].

ARIZONA: E. CANCELLATION, Item 3. is amended as follows: The cancellation fee shall not exceed ten percent (10%) of the amount paid by You or fifty dollars (\$50), whichever is less. Any cancellation fee assessed shall not exceed the amount of the refund due to You.

The Administrator section 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, or Your Vehicle is found to be used for Commercial Use. We may cancel this Agreement for non-payment of the Agreement Purchase Price, or for Your misrepresentation in the submission of a claim. In the event of cancellation, You will not be charged for claims paid or repair service fees. We may not exclude preexisting conditions if such conditions were known or should reasonably have been known by Us or the person selling the Agreement on Our behalf.

Only those alterations made to Your Vehicle after the Agreement Purchase Date are excluded as noted in WHAT IS NOT COVERED F.2. VEHICLES NOT COVERED (e).

WHAT IS NOT COVERED F.2. VEHICLES NOT COVERED (a). does not apply to Arizona residents.

The DISPUTE RESOLUTION/ARBITRATION AGREEMENT AND CLASS ACTION WAIVER is amended to include: Arbitration cannot be an absolute dispute remedy and both parties must agree to arbitration. This arbitration provision does not prohibit an Arizona resident from following the process to resolve complaints under the provisions of A.R.S. §20-1095.09, Unfair trade Practices as outlined by the Arizona Department of Insurance and Financial Institutions.

To learn more about this process, You may contact the Arizona Department of Insurance and Financial Institutions at 100 N. 15th Ave., Suite 261, Phoenix, AZ 85007-2630, Attn: Consumer Protection. You may directly file any complaint with the A.D.I.F.I. against a Service Company issuing an approved Service Contract under the provisions of A.R.S. §§ 20-1095.04 and/or 20- 1095.09 by contacting the Consumer Protection Division of the A.D.I.F.I. at 800-325-2548.

ARKANSAS: The following is added to the Definitions section: PUNITIVE OR EXEMPLARY DAMAGES – those damages imposed to punish a wrongdoer and to deter others from similar conduct.

. OBLIGATIONS is amended as follows: Obligations of the Obligor under this Agreement are guaranteed 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 . OBLIGATIONS of this Agreement.

Arbitration clause is non-binding and voluntary.

CALIFORNIA: CA DOI VSCP license # CANCELLATION, Item 3, 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. If You request a cancellation during the first sixty (60) days, We will refund You one hundred percent (100%) of the Agreement Purchase Price. After the first sixty (60) days from the Agreement Purchase Date, We will refund You a pro-rated amount of the Agreement Purchase Price, based on the Term remaining on the Agreement, less a cancellation fee of either ten percent (10%) of the Agreement Purchase Price or twenty-five dollars (\$25), whichever is less. If a refund is owed, the refund will be paid or credited within thirty (30) days from the date the Obligor or Seller receive notice of cancellation from the Agreement Holder.

Policy Number#.

The Administrator section is deleted and replaced with the following: We may cancel this Agreement during the first sixty (60) days of the Agreement Purchase Date for any reason. If We cancel this Agreement within the first sixty (60) days We will mail written notice of cancellation to You at Your address as listed on the Schedule Page and that notice will be postmarked prior to the sixty-first (61st) day from the Agreement Purchase Date. After sixty (60) days, We may cancel this Agreement due to material misrepresentation or fraud at the time of sale, or Your failure to pay the Agreement Purchase Price. If We cancel this Agreement, We will mail written notice of cancellation to You at Your address as listed on the Schedule Page at least five (5) days prior to cancellation. The notice shall state the effective date of the cancellation and the reason for the cancellation. This Agreement ceases to be valid no less than five (5) days after the postmark date of the notice. If We cancel this Agreement, We or the Seller will refund You one hundred percent (100%) of the Agreement Purchase Price, less any claims paid by Us. No cancellation fee will apply in the event We cancel this Agreement. Any refund will be sent to the Vehicle's lienholder unless the lien is satisfied. If the Administrator cancels this Agreement and a refund is owed, the refund will be paid or credited within thirty (30) days from the effective date of the cancellation. In the event that We cancel this Agreement, We will be liable for any claim reported to Our Administrator if the claim is reported prior to the effective date of cancellation and is covered by the Agreement. You are deemed to have reported a claim if You have completed the first step required under this Agreement for reporting a claim.

A Pre-Existing Condition is a condition that existed prior to the purchase of the Agreement.

DISPUTE RESOLUTION/ARBITRATION AGREEMENT AND CLASS ACTION WAIVER section is amended as follows: The arbitrators shall not have the power to commit errors of law or legal reasoning, and the award may be vacated or corrected on appeal to a court of competent jurisdiction for any such error. All arbitration shall be handled in accordance with the California Arbitration Act (California Code of Civil Procedure, Section 1280). All references to Commercial arbitration rules are replaced with Consumer arbitration rules. The clause stating, "The Parties agree and acknowledge that the transaction evidenced by this Agreement affects interstate commerce" is removed in its entirety. Obligations is revised as follows: Performance to You under this Agreement is guaranteed by a California approved insurance company. You may file a claim with the insurance company if any promise made in the Agreement has been denied or has not been honored within sixty (60) days after Your request. The name and address of the insurance company is Response Indemnity Company of California, 10751 Deerwood Park Blvd., Ste. 200, Jacksonville, FL 32256. If You are not satisfied with the insurance company's response, You may contact the California Department of Insurance at 1-800-927-4357 or access the department's Internet Web site (www.insurance.ca.gov).

Roadside Assistance section is amended as follows: All of the Roadside Assistance benefits are administered by Auto Knight Motor Club, Inc., Administrative Office located at: 10751 Deerwood Park Blvd., Ste. 200, Jacksonville, FL 32256, (888) 246-2014 on behalf of the Obligor.

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 . OBLIGATIONS of this Agreement.

CONNECTICUT: E. CANCELLATION section is amended as follows: You may cancel this Agreement at any time for any reason by submitting a written request to the Seller or Administrator containing a copy of Your Agreement.

Under Regulations of Connecticut State Agencies 42-260-3, We are required to make reasonable efforts with You to resolve disputes regarding this Agreement. If You and Us cannot reach an agreement, You may file a written complaint with the State of Connecticut, Insurance Department, P.O. Box 816, Hartford, CT 06142- 0816, Attention: Consumer Affairs. If the Agreement period is less than one (1) year, the coverage is automatically extended if the product is being repaired when the Agreement expires. In-home service is not provided.

FLORIDA: E. CANCELLATION, Items 1, 2 & 3 are deleted in their 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. 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. 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 months remaining, less a fifty dollar (\$50) cancellation fee or ten percent (10%) of the unearned pro-rata premium, whichever is less. If a refund is owed, the refund will be paid or credited within thirty (30) days from the date the Obligor or Seller receive notice of cancellation from the Agreement Holder. The Administrator section is deleted in its entirety and replaced with the following: 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 the Agreement Purchase Price. If We cancel this Agreement, We or the Seller will refund You one hundred percent (100%) of the Agreement Purchase Price. If We cancel this Agreement for non-payment of the Agreement Purchase Price by You, We shall provide You notice of cancellation by certified mail. If Your Agreement is financed, the Lienholder has the right to receive any portion of the cancellation refund amounts. If Your Vehicle is repossessed, stolen or declared a total loss, You authorize the Lienholder to cancel this Agreement. The Lienholder, if any, will be named on a cancellation refund check as their interest may appear. If the Administrator cancels this Agreement and a refund is owed, the refund will be paid or credited within thirty (30) days from the effective date of the cancellation. TRANSFER FEE: The transfer fee is forty dollars (\$40).

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

X. Obligations is amended to include: In the state of Florida obligations under this Agreement are not backed by an insurance policy.

GEORGIA: E. CANCELLATION, Item 3. is amended as follows: If You cancel the Agreement within thirty (30) days of the Agreement Purchase Date, We will refund You one hundred percent (100%) of the Agreement Purchase Price, less any claims paid. After thirty (30) days, We shall refund You one hundred percent (100%) of the unearned pro rata purchase price, less any claims paid, and less a cancellation fee not to exceed ten percent (10%) of the unearned pro rata purchase price. Cancellation fee will not exceed fifty dollars (\$50). If You cancel this Agreement within thirty (30) days of the Agreement Purchase Date, 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 the return of the Agreement to Us. If You have cancelled this Agreement and have not received the refund from Us or the Administrator within sixty (60) days of such cancellation, You may contact the Insurance Company identified in . OBLIGATIONS of this Agreement.

The Administrator section is amended as follows: We may cancel this Agreement for non-payment of the Agreement Purchase Price 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. The notice shall state the effective date of, and reason for, 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, less claims paid.

Pre-existing conditions known to You are not covered, including any Covered Part that was broken, worn beyond serviceable limits, or making noise at the time of purchase, or any component or system that was not functioning properly upon the first attempt to operate.

VEHICLES NOT COVERED, (e) and (f) are deleted and replaced with the following: Vehicles used for on or off-road racing or vehicles which are equipped or used for towing in excess of what is recommended by the manufacturer. Vehicles with modifications or alterations to the powertrain, exhaust system, and suspension made by You or with Your knowledge that do not meet manufacturer's specifications or are not approved by the Vehicle manufacturer, including but not limited the failure of any custom or addon part, all frame or suspension modifications not recommended by manufacturer, lift kits over six inches (6"), drops exceeding four inches (4"), any tire that is not recommended by the original manufacturer i it creates an odometer/speedometer v ariance of greater than four percent (4%), trailer hitches ,unless factory installed Also not covered are any emissions and/or exhaust systems modifications, engine modifications, transmission modifications, and/or drive axle modifications, which includes any performance modifications

CONDITIONS NOT COVERED, (p) is deleted and replaced with the following: If information provided byyou cannot be verified as accurate or is found to be deceptively inaccurate.

CONDITIONS NOT COVERED (j) Sludge is removed

The DISPUTE RESOLUTION/ARBITRATION AGREEMENT AND CLASS ACTION WAIVER section is deleted in its entirety. The funding party or lienholder may only cancel for non-payment in the event of a total loss or repossessing of the Vehicle.

HAWAII: E CANCELLATION, Item 3. is amended as follow: If o 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 o within forty-five (45) days. The Administrator section is amended as follows: If We cancel this Agreement, We will mail a written notice five (5) days prior to the cancellation effective date stating the effective date and reason for the cancellation. A notice will not be provided if cancellation is for non-payment, material misrepresentation, or a substantial breach of duties by o relating to the Vehicle or its use.

IDAHO: If o are in need of emergency repairs and are unable to contact Us for prior authorization, then o may take o r Vehicle to any state licensed Re air acilit to have the repairs performed prior to authorization by Us. In such a case, o 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 o show that it was not reasonably possible to do so.

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

. OBLIGATIONS is amended as follows: Obligations of the Obligor under this Agreement are guaranteed 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 OBLIGATIONS of this Agreement.

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

o r Agreement is amended to include: Normal wear and tear is covered except where excluded in WHAT IS NOT COVERED.

INDIANA: o r 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.

. OBLIGATIONS is amended as follows: Obligations of the Obligor under this Agreement are guaranteed under a reimbursement insurance policy. If the Obligor fails to pay or provide service on a claim including any claim for the refund of the unearned portion of the Agreement Purchase Price, 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 OBLIGATIONS of this Agreement.

IOWA: E CANCELLATION, Item 3. is amended as follows: The cancellation fee does not apply if cancelled within the first thirty (30) days. 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 fifty dollars (\$50) 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.

The Administrator section is amended as follows: If We cancel this Agreement, written notice of such cancellation will be mailed to o 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 only may 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. Obligations 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 Obligations of this Agreement.

If o are in need of emergency repairs and are unable to contact Us for prior authorization, then o may take o r Vehicle to any state licensed Repair facility to have the repairs performed prior to authorization by Us. In such a case, o 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 o show that it was not reasonably possible to do so.

LOUISIANA: E CANCELLATION, Item 3. 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.

The Administrator section 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 non-payment of the provider fee, a material misrepresentation by the Agreement Holder to Us, or a substantial breach of duties by the Agreement Holder relating to the covered 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.

MAINE: CANCELLATION, 3. 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. 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 days in force or the miles driven compared to the total Agreement Term, less the applicable cancellation fee in the amount of fifty dollars (\$50) 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 date of purchase of the Vehicle and the Vehicle mileage on such date. 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.

The Administrator section 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 the Administrator cancels 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 the Administrator cancels this Agreement after thirty (30) days, We shall refund to the Agreement Holder one hundred percent (100%) of the unearned pro-rata Agreement Purchase Price.

If o are in need of emergency repairs and are unable to contact Us for prior authorization, then o may take o r Vehicle to any state licensed Re air acilit to have the repairs performed prior to authorization by Us. In such a case, o 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 o show that it was not reasonably possible to do so.

OBLIGATIONS is amended as follows: If the Obligor fails 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, the Agreement Holder is entitled to make a claim directly against the insurance company listed in . Obligations of this Agreement.

MARYLAND: E. CANCELLATION Item 3. is amended as follows: 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.

The Administrator section 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. The cost of tear down and diagnostics are included with loss covered by this Agreement. BREA DOWN/MECHANICAL BREA DOWN – A Brea do n will also be covered if it was caused by normal wear and tear of a covered component. The DISPUTE RESOLUTION/ARBITRATION AGREEMENT AND CLASS ACTION WAIVER section is deleted in its entirety.

This Agreement will be extended automatically if the Obligor fails to perform the services under the Agreement. Likewise, this Agreement does not terminate until the services are provided in accordance with the terms of the Agreement. In the event the Obligor fails to pay any authorized claim or make any refund or consideration due within sixty (60) days after proof of loss has been filed, o may file a direct claim with the insurance company indicated in Obligations of this Agreement.

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

MINNESOTA: CANCELLATION, Item 3. 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.

The Administrator section is amended as follows: If We cancel the Agreement, written notice of such cancellation will be mailed to obligor 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 obligor for non-payment of the Agreement Purchase Price, material misrepresentation, or substantial breach of duties by obligor .

MISSISSIPPI: CANCELLATION, Item 3. Is amended as follows: The cancellation fee is not to exceed ten percent (10%) of the Agreement Purchase Price or fifty dollars (\$50), 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.

The Administrator section is amended as follows: If We cancel the Agreement, written notice of such cancellation will be mailed to o 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 o 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. After thirty (30) days, a pro-rata refund of the total Agreement Purchase Price based on the greater of the days in force or the miles driven compared to the total Agreement Term will be issued. This Agreement is not supported by a manufacturer or distributor.

IMPORTANT NOTICE ABOUT YOUR COVERAGE:

This Agreement includes a binding DISPUTE RESOLUTION/ARBITRATION AGREEMENT AND CLASS ACTION WAIVER agreement.

2) The DISPUTE RESOLUTION/ARBITRATION AGREEMENT AND CLASS ACTION WAIVER agreement requires that any dispute related to o r coverage must be resolved by Arbitration and not in a court of law.

3) The results of the Arbitration are final and binding on o and Us.

4) In an Arbitration, one or more arbitrators, who are independent, neutral decision makers, render a decision after hearing the positions. 5) When o become an Agreement Holder under this Agreement, o 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 [(800) 888-2738].

MISSOURI: CANCELLATION, Item 3. is amended as follows: If the Agreement Holder cancels within the first thirty (30) days of the Agreement Purchase Date, a ten percent (10%) penalty per month shall be added to a refund that is not made within forty-five (45) days of return of this Agreement to Us. The applicable free-look time period on this Agreement shall only apply to the original Agreement Holder. If the Agreement Holder cancels the Agreement, written notice of such cancellation will be delivered to the Agreement Holder by registered mail within forty-five (45) days of the date of termination.

If o are in need of emergency repairs and are unable to contact Us for prior authorization, then o may take o r Vehicle to any state licensed Re air acilit to have the repairs performed prior to authorization by Us. In such a case, o 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.

. Obligations 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 . Obligations of this Agreement.

MONTANA: CANCELLATION, Administrator section 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 o r last known address at least five (5) days prior to cancellation, unless the reason for cancellation is non-payment, material misrepresentation, or substantial breach by the Agreement Holder relating to the Vehicle or its use.

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

1) No arbitrator shall have the authority to award punitive damages or attorney's fees;

2) Neither party shall be entitled to arbitrate any claims or disputes in a representative capacity or as a member of a class; and 3) No arbitrator shall have the authority, without the mutual consent of the parties, to consolidate claims or disputes in arbitration.

NEVADA: CANCELLATION, Item 3. is deleted in its entirety and replaced with the following: o may cancel this Agreement by submitting a written request to the Administrator or Seller containing a copy of o r Agreement and the current mileage on o r Vehicle. During the first thirty (30) days from the Agreement Purchase Date, We or the Seller will refund o one hundred percent (100%) of the Agreement Purchase Price. After the first thirty (30) days from the Agreement Purchase Date, We will refund o a pro-rated amount of the Agreement Purchase Price, less a twenty-five dollar (\$25) cancellation fee, within forty-five (45) days after the Agreement has been returned to Us. A ten percent (10%) penalty per month shall be added to a refund that is not made within for (45) days of return of this Agreement to Us.

The Administrator section is deleted in its entirety 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 material misrepresentation or fraud by o at time of sale or non-payment of the Agreement Purchase Price by o . If We cancel this Agreement, We or the Seller ill refund o one hundred percent (100%) of the Agreement Purchase Price. No claims paid on o r Agreement will ever be deducted from any refund issued pursuant to this Agreement in Nevada. If We cancel this Agreement, no cancellation will become effective until at least fifteen (15) days after the notice of cancellation is mailed to o . If o r Agreement is financed, the lender has the right to receive any portion of the cancellation refund amounts. If o r Vehicle is repossessed, stolen, or declared a total loss, o authorize the lender to cancel this Agreement. In either case,

no cancellation will become effective until at least fifteen (15) days after the notice of cancellation is mailed to You. If the Administrator cancels this Agreement and a refund is owed, the refund will be paid or credited within thirty (30) days from the effective date of the cancellation.

This Agreement is non-renewable. Transfer fee may not exceed twenty-five dollars (\$25).

VEHICLES NOT COVERED, Item () is replaced with: 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/>.

The DISPUTE RESOLUTION/ARBITRATION AGREEMENT AND CLASS ACTION WAIVER section is deleted in its entirety.

NEW HAMPSHIRE: If You have any questions regarding this Agreement, You may contact Us by mail or by phone. Refer to the front of this Agreement for Our address and toll-free number. In the event You do not receive satisfaction under this Agreement, You may contact the New Hampshire Department of Insurance, 21 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: . CANCELLATION, Item 3. 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.

The Administrator section 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 A substantial breach of duties by You relating to the Vehicle or its use.

NEW MEXICO: . CANCELLATION, Item 3. 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 thirty (30) days, a refund of one hundred percent (100%) of the unearned pro-rata Agreement Purchase Price will be provided, less a cancellation fee of fifty dollars (\$50) or ten percent (10%) of the Agreement Purchase Price, whichever is less. The right to void this Agreement is not transferable and applies to only the original Agreement Holder.

The Administrator section is amended as follows: No Agreement that has been in effect for at least sixty (60) days will be cancelled by Us before the expiration of the agreed Term or 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.

NEW YORK: . CANCELLATION, Item 3. 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.

The Administrator section is amended to add the following: If the Obligor cancels, a notice of cancellation will be sent to the Agreement Holder, which will include the effective date and reason for cancellation.

If You are in need of 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.

. Obligations 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 . Obligations of this Agreement.

NORTH CAROLINA: . CANCELLATION, Item 3. is amended as follows: a fifty dollar (\$50) cancellation fee or ten percent (10%) of the pro-rata refund amount, whichever is less, is applicable.

The Administrator section 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, Item 3. is amended as follows: In the event You cancel the Agreement, and no refund is received, You may contact the insurance company indicated in . Obligations of this Agreement for Your refund. This Agreement is not an insurance policy and is not subject to the insurance laws of this state.

. Obligations 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 . Obligations of this Agreement.

OKLAHOMA: . CANCELLATION, Item 3. 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 Agreement Purchase Price. After the first thirty (30) days from the Agreement Purchase Date, or if a claim was made within the first thirty (30) days, We or the Seller shall provide a refund of one hundred percent (100%) of the unearned pro-rata premium less a cancellation fee of ten percent (10%) of the unearned pro rata premium or fifty dollars (\$50), whichever is less. The Administrator section 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 the Agreement Purchase Price. If We cancel this Agreement, We or the Seller will refund You one hundred percent (100%) of the Agreement Purchase Price. 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.

Oklahoma service warranty statutes do not apply to Commercial Use references in service warranty Agreements.

Coverage afforded under this Agreement is not guaranteed by the Oklahoma Insurance Guaranty Association. Oklahoma Service Warranty License#.

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. For reimbursements for EMERGENCY REPAIRS please call Our Claims Department at (877) 484-6222 on the next normal business day during business hours for instructions.

ROADSIDE ASSISTANCE is amended by deleting the following from the list of non-included benefits: Coverage shall not be provided in the event of emergencies resulting from the use of intoxicants or narcotics, or the use of the Vehicle in the commission of a felony.

The DISPUTE RESOLUTION/ARBITRATION AGREEMENT AND CLASS ACTION WAIVER section is deleted in its entirety.

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 thirty-six thousand (36,000) miles or less at the time of sale; Provides coverage for ninety (90) days or four thousand (4,000) miles, whichever occurs first. Used vehicles with more than thirty-six thousand (36,000) miles but less than one hundred thousand (100,000) miles at the time of sale Provides coverage for thirty (30) days or one thousand (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: . CANCELLATION, Item 3. is amended as follows: A ten percent (10%) penalty per month shall be added to a refund that is not made within forty-five (45) days of return of this Agreement to Us.

The Administrator section 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. 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. The lienholder, if any, will be named on a cancellation refund check as their interest may appear. If You have any questions regarding this Agreement, or a complaint against Us, You may contact the South Carolina Department of Insurance, Capital Center, 1201 Main Street, Ste. 1000, Columbia, South Carolina 29201 or by phone at (800) 768-3467.

TEXAS: . CANCELLATION, Item 3. is deleted in its entirety and replaced with the following: If the Agreement Holder cancels this Agreement before the thirty-first (31) day of the Agreement Purchase Date, the Agreement Holder will receive a full refund of the total Agreement Purchase Price. If the Agreement Holder cancels this Agreement after the thirty-first (31) day, The Agreement Holder will receive a pro-rata refund of the total Agreement Purchase Price, based on the days in force compared to the total Agreement Term, less the applicable cancellation fee in the amount of fifty dollars (\$50). The Term of this Agreement for cancellation purposes will be based on the Vehicle Purchase Date. If a refund is owed, the refund will be paid or credited within thirty (30) days from the date the Obligor or Seller receive notice of cancellation from the Agreement Holder. 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.

The Administrator section 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 is 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 . Obligations 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, Austin, Texas 78701 or P.O. Box 12157, Austin, Texas 78711, (800) 803-9202. Service Contract Provider License #.

UTAH: . CANCELLATION, Administrator section 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.

Coverage provided under this Agreement is not guaranteed by the Property and Casualty Guarantee Association. This Agreement or warranty is subject limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department.

Your Responsibilities (3) EMERGENCY REPAIRS is deleted in its entirety. If You are in need of 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.

. OBLIGATIONS is amended as follows: In the event the Obligor fails to pay an any claim within sixty (60) days, or if the Obligor becomes insolvent or ceases to conduct business during the Term of this Agreement, You may file a direct claim with the insurer as designated above. To do so, please call the following number for instructions: (800) 888-2738.

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

VERMONT: . CANCELLATION, Administrator section is amended as follows: We may only cancel this Agreement for fraud or material misrepresentation affecting the Agreement or the presentation of a claim there under, 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' notice 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 <http://www.vdacs.virginia.gov/food-extended-service-contract-providers.shtml> to file a complaint.

WASHINGTON: . CANCELLATION, Item 3. is deleted in its entirety and replaced with the following: 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. The refund will be equal to the lesser amount produced using either the number of days the Agreement was in force or the number of miles the Vehicle was driven prior to cancellation, less a cancellation fee of twenty-five dollars (\$25). Claims paid will not be deducted from Your cancellation refund amount. 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.

The Administrator section 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, a full refund of the total Agreement Purchase Price will be issued. If this Agreement is cancelled by Us after thirty (30) days, a pro-rata refund of the total Agreement Purchase Price based on the greater of the days in force or the miles driven compared to the total Agreement Term will be issued. In the event of cancellation, the lienholder identified on the Schedule Page, if any, will be named on a cancellation refund check as its interest may appear. Written notice of such cancellation shall include the actual reason for cancellation and shall be mailed or delivered to You not less than ten (10) days prior to the effective date of cancellation, where such cancellation is for non-payment of the Agreement Purchase Price, or not less than forty-five (45) days prior to the effective date of cancellation, where such cancellation is for any other reason. We have only sixty (60) days from the date of the sale of the Agreement to the Agreement Holder to determine whether or not the Vehicle qualifies for the program. Except as set forth above, after sixty (60) days the Vehicle qualifies for the issued Agreement and the Obligor may not cancel the Agreement and is fully obligated under the terms of the Agreement sold to the Agreement Holder. If We cancels this Agreement and a refund is owed, the refund will be paid or credited within thirty (30) days from the effective date of the cancellation.

Our performance under this Agreement is insured by an insurance policy issued to Us by the insurance company listed in . Obligations (Policy No.). If You cancel this Agreement, You may apply for a refund with the insurance company. The state of Washington is the jurisdiction for any civil action in connection with this Agreement. The warranty of merchantability on the Vehicle is not waived if the Agreement was purchased within ninety (90) days of the purchase date of the Vehicle, and We or the service contract seller also sold the covered Vehicle.

If You are in need of 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 to add the following: The Insurance

Commissioner of Washington is the Service Provider's attorney to receive service of process in any action, suit or proceeding in any court, and the state of Washington has jurisdiction of any civil action in connection with this Agreement. Arbitration proceedings shall be held at a location in closest proximity to the service Agreement Holder's permanent residence.

WASHINGTON D.C.: . CANCELLATION, Item 3, is amended as follow: 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 (10%) percent of the Agreement Purchase Price. Cancellation fee will not exceed fifty dollars (\$50). The Administrator section is amended as follow: In the event of cancellation by the Obligor, the notice of cancellation will include the effective date of, and reason for, the cancellation.

WEST VIRGINIA: . CANCELLATION, Item 3, is amended as follows: The cancellation fee does not apply in 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 . Obligations of this Agreement.

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

WISCONSIN: . CANCELLATION, Item 3, is amended as follows: The Agreement Holder may cancel this Agreement for any reason 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. The Agreement Holder may cancel this Agreement for any reason after thirty (30) days and receive a pro-rata refund of the total Agreement purchase price less the cancellation fee. The cancellation fee may not exceed the lessor of fifty dollars (\$50) or ten percent (10%) of the amount paid by the Agreement Holder. 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 the Obligor or Administrator.

The Administrator section 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 one hundred percent (100%) of the unearned pro-rata Agreement Purchase Price, based on the greater of the days in force or the miles driven compared to the total Agreement Term will be issued. In the event of 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. 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 . Obligations 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. THIS AGREEMENT IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE.

WYOMING: . CANCELLATION, Item 3, 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.

The Administrator section 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 Obligor 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. The DISPUTE RESOLUTION/ARBITRATION AGREEMENT AND CLASS ACTION WAIVER is deleted in its entirety.