



# North American Auto Care

5900 S. Lake Forest Dr. Ste. 300

McKinney Texas 75070

Tel (877) 484-6222

NAAC1120

**GENESIS - FULLY INSURED - UNLIMITED MILEAGE**

**&#85 MG9FJ797CBHF57H5 ; F99A9BH**

VEHICLE SALE DATE _____	VIN _____
VEHICLE YEAR _____	MILEAGE _____
VEHICLE MAKE _____	VEHICLE PRICE _____
VEHICLE MODEL _____	
OWNER NAME _____	ADDRESS _____
PRIMARY PHONE _____	CITY _____
SECONDARY PHONE _____	STATE _____ ZIP _____
DEALER NAME _____	LIEN HOLDER _____
PRIMARY PHONE _____	PRIMARY PHONE _____
SECONDARY PHONE _____	ADDRESS _____
SALESPERSON NAME _____	CITY _____ STATE _____ ZIP _____
<i>I have read and fully understand the terms of this Service Contract. I further acknowledge and agree that this Service Contract begins on the date of the Sale.</i>	
CUSTOMER SIGNATURE: <b>X</b> _____	DATE _____

THIS IS NOT AUTOMOBILE INSURANCE. Purchase of this Contract is not required in order to purchase or lease a vehicle or obtain vehicle financing.

## MECHANICAL REPAIR SERVICE CONTRACT

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

### I. WHAT THIS SERVICE CONTRACT COVERS

**Coverage** - During the Service Contract Period We will pay a **Repair Facility**, or at Our option, reimburse You the **Cost** to remedy any **Breakdown** of the parts listed below, less **Per Occurrence**. Parts not listed are not covered by this Service Contract.

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. ENGINE** - Cylinder block, cylinder heads, and all internal parts. Manifolds, valve train and covers, and flywheel. Camshaft and timing drive components. Oil pump and oil pan. Cylinder head gaskets and intake manifold gaskets are covered for coolant leaks only.

**2. AUTOMATIC TRANSMISSION** - Case and all internal 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.

**3. STANDARD TRANSMISSION** - Case and all internal parts, including: input shaft, output shaft, idler shafts, main shaft, all internal gears, shift forks, and synchronizer assemblies. Any internal solenoids or sensors. Standard transmission clutch assemblies, linkages, and hydraulic clutch units are not covered.

**4. DIFFERENTIAL** - Front or rear differential housing and all internal parts. Drive shaft and universal joints. Front axle joints are covered only on four wheel drive vehicles. Transfer case on four wheel drive vehicles and all internal parts.

**5. LABOR** - Labor charges are based on industry accepted flat rate time to repair or replace a covered component up to one hundred twenty five (\$125.00) per hour.

Only the components listed in the above systems are covered by this Service Contract. No other components, other than those listed above under "What This Service Contract Covers", are covered by this Service Contract.

**II. KEY TERMS** - When used, Key Terms will appear in bold print.

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

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

"We", "Us" and "Our" mean the obligor of this Service Contract: North American Auto Care, 5900 S. Lake Forest Dr. Ste. 300, McKinney TX 75070, Ph. 1-877-484-6222.

"Administrator" means the company that provides, administrative services for this Service Contract: North American Auto Care, 5900 S. Lake Forest Dr. Ste. 300, McKinney TX 75070, Ph. 1-877-484-6222.

"Breakdown" means the failure of any original or like replacement part covered by this Service Contract to perform its intended function(s) in normal service, including worn beyond service limits, providing it has received all scheduled maintenance as recommended by the manufacturer in the Owners Manual.

"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.

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.

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

"Per Occurrence" means the amount You must pay for covered repairs per visit. The standard Per Occurrence is \$250. If Your Cost is a Warranty Per Occurrence charge imposed by the manufacturer, this Service Contract will pay the manufacturer's Per Occurrence.

"Service Contract Price" means the amount You paid for this Service Contract shown on the front of this Service Contract.

"Service Contract Purchase Date" means the date Your credit card or bank debit was charged for this Service Contract.

"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 Service Contract shown on the front of this Service Contract.

### III. WHAT THIS SERVICE CONTRACT DOES NOT COVER

MAINTENANCE AND PARTS NOT COVERED: THE MAINTENANCE SERVICES AND PARTS DESCRIBED UNDER MAINTENANCE REQUIREMENTS AS SHOWN IN THIS SERVICE CONTRACT 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 (LEMON LAW), 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 BREAKDOWN CAUSED BY OR INVOLVING COLLISION, FIRE, THEFT, CONDITIONS OF THE ENVIRONMENT, DAMAGE THAT RESULTS FROM SOMEONE ALTERING THE VEHICLE, MISUSING THE VEHICLE, TAMPERING WITH THE VEHICLE, MAKING IMPROPER ADJUSTMENTS, IMPROPER FUELS, IMPROPERLY MAINTAINING THE VEHICLE, FAILING TO MAINTAIN THE VEHICLE WITHIN MANUFACTURER'S RECOMMENDATIONS, DAMAGE OR FAILURE OF A COVERED COMPONENT CAUSED BY A NON-COVERED COMPONENT, AND PREVIOUS OR IMPROPER REPAIRS.
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 BREAKDOWN.
5. FOR A BREAKDOWN WHEN CONTAMINATED OR POOR QUALITY FLUIDS, FUELS, BIOFUELS/FLUIDS (IF NOT RECOMMENDED BY THE MANUFACTURER), LUBRICANTS OR GREASE CAUSED OR CONTRIBUTED TO THE BREAKDOWN. BREAKDOWNS CAUSED BY FUELS CONTAINING MORE THAN 10% ETHANOL (IF THE ENGINE WAS NOT MANUFACTURED FOR THIS FUEL MIXTURE).
6. FOR FLUID LEAKS OR DAMAGE THAT RESULTS FROM FLUID LEAKS.
7. FOR ANY BREAKDOWN CAUSED BY CONTAMINATION, OVERHEATING, LACK OF COOLANT OR LUBRICANTS.
8. FOR A BREAKDOWN CAUSED BY OR INVOLVING MODIFICATIONS UNLESS THOSE MODIFICATIONS WERE PERFORMED BY THE MANUFACTURER (E.G. OVERSIZED TIRES, LIFT KIT, AFTERMARKET PERFORMANCE PARTS OR SYSTEMS).
9. FOR A BREAKDOWN CAUSED BY ABUSE, MISUSE, ALTERATIONS OR LACK OF CUSTOMARY MAINTENANCE AS RECOMMENDED IN SERVICE CONTRACT SECTION IV A. MAINTENANCE REQUIREMENTS AND/OR IN THE MANUFACTURER'S MAINTENANCE SCHEDULE FOR YOUR VEHICLE.
10. FOR A BREAKDOWN OF A COVERED PART RESULTING FROM THE FAILURE OF A NON-COVERED PART.
11. FOR A 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. SEALS AND GASKETS ARE NOT COVERED BY THIS SERVICE CONTRACT UNLESS REQUIRED IN CONJUNCTION WITH A COVERED REPAIR.
14. FOR A 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.
15. 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 BREAKDOWN OR FAILURE HAS OCCURRED OR BEEN INDICATED.
16. FOR A MECHANICAL BREAKDOWN WHICH EXISTED PRIOR TO, OR WAS CAUSED BY A CONDITION WHICH EXISTED PRIOR TO THE SERVICE CONTRACT PURCHASE DATE.
17. IF YOUR VEHICLE HAD BEEN DECLARED A TOTAL LOSS, SALVAGED OR JUNK VEHICLE, OR HAS ANY OTHER FORM OF BRANDED TITLE.
18. FOR EXPENSES CHARGED FOR DISPOSAL OF ENVIRONMENTALLY UNSAFE MATERIALS.
19. FOR EXPENSES CHARGED FOR NON-SPECIFIC MATERIALS OR SHOP SUPPLIES.
20. IF YOUR VEHICLE WAS MANUFACTURED AS A NON-U.S. SPECIFICATION MODEL.
21. FOR A BREAKDOWN CAUSED BY TOWING A TRAILER OR ANOTHER VEHICLE UNLESS YOUR VEHICLE IS EQUIPPED FOR THIS AS RECOMMENDED BY THE MANUFACTURER.
22. FOR A BREAKDOWN CAUSED BY USING YOUR VEHICLE FOR RACING OR OTHER COMPETITION.
23. IF YOUR VEHICLE HAS BEEN MODIFIED TO PLOW SNOW, WHETHER THE SNOW PLOW BLADE IS ATTACHED TO THE VEHICLE OR NOT.
24. FOR A BREAKDOWN CAUSED BY RUST OR WEATHER RELATED CORROSION.
25. 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.
26. IF YOUR VEHICLE IS AN EXOTIC VEHICLE OR IS A TRUCK RATED MORE THAN 1 TON.
27. FOR REPAIRS MADE SOLELY TO MEET OR MAINTAIN ANY GOVERNMENTAL EMISSION STANDARDS.
28. DAMAGE CAUSED TO YOUR ENGINE, TRANSMISSION, TRANSFER CASE OR AXLE ASSEMBLY RESULTING FROM WATER INGESTION.
29. FOR REPAIRS OF WATER AND AIR LEAKS, RATTLES, SQUEAKS AND WIND NOISE.
30. AC FAILURE DUE TO REFRIGERANT CONTAMINATION, LOSS OF REFRIGERANT, OR REFRIGERANT OIL, AND THE EVACUATION AND RECHARGING OF THE AIR CONDITIONING SYSTEM WHETHER BY ITSELF OR AS PART OF A COVERED REPAIR.

### IV.YOUR RESPONSIBILITIES

A. Maintenance Requirements and Service History - In order to keep Your Service Contract valid, You must follow the maintenance procedures listed below. If Your failure to follow these procedures causes a Breakdown, You may be denied coverage.

Your Vehicle must be serviced receiving all scheduled maintenance as recommended by the Manufacturer in the Owners 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 Breakdown, You must take the following steps to file a claim:

Prevent Further Damage – Take immediate action to protect Your Vehicle from further damage. Your Contract will not cover the damage caused by not securing a timely repair when a 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.

1. Take Your Vehicle to an licensed Repair Facility . Your Vehicle must be at a Repair Facility for a claim to be opened . If You need assistance in locating a Repair Facility , contact the Administrator at **1-877-484-6222**.

2. Provide Repair Facility with a copy of Your Contract and/or Your Contract Number . 3. Prior Approval – Prior to any repair being made , have the Repair Facility to 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, 9:00 a.m. to 5:30 p.m. CST 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.

4. 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.

5. Allow the Administrator to inspect Your Vehicle prior to any repairs being made.

6. 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.

7. 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.

### V. GENERAL PROVISIONS

1. Service Contract Period - The term of this Service Contract is 21 Days from the Service Contract Purchase Date .

2. When And Where You Are Covered - This Service Contract applies only to 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 Breakdown after a Warranty or guarantee has expired, We will pay only for any extra Cost subject to the limits of this Service Contract.

4. Limit of Liability - Our limit of liability is the Cost to repair or replace any covered Breakdown. Our maximum liability **shall not exceed Twenty Five hundred dollars (\$2,500)**. The total of all benefits payable for the term of the Service Contract shall not exceed the original Vehicle purchase price as shown in the Service Contract.

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.

6. This Service Contract May Not Be Transferred.

7. How This Service Contract May Be Canceled - Including Refunds And Charges Cancellation By You - You may cancel this Service Contract at any time. To cancel, You must submit a written request and return the Service Contract to the Administrator. If You cancel this Service Contract, You will receive refund of the current Service Contract Price, less any claims paid that occurred in the 21 Days this Service Contract is cancelled. Your Service Contract will automatically terminate for non-payment of the full Service Contract Price. If Your Service Contract is terminated, We will not reinstate Your Service Contract. Cancellation By Us - We may cancel this Service Contract at any time for any of the following reasons:

- If there has been a material misrepresentation or fraud

\*If You have failed to maintain Your Vehicle as prescribed by the manufacturer.

- If Your Vehicle's odometer is inoperative, inaccurate, or has been altered and You have failed to repair the odometer;

- If You do not pay the Service Contract Price.
- If You use Your Vehicle in any manner not covered by this Service Contract; or
- If Your Vehicle has a salvage title.

If We cancel this Service Contract, We will mail You written notice prior to cancellation. You will receive a full refund of the current Service Contract Price.

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

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

In Georgia, obligations under this agreement 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 agreement 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 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.

## VI. STATE AMENDMENTS

This Service Contract is amended to comply with the following state requirements:

**ALABAMA:** A twenty-five-dollar (\$25) cancellation fee is applicable. The CANCELLATION section is amended as follows: If You are the original Agreement Holder and You cancel this Agreement within thirty (30) days of the original Agreement Purchase Date, a ten percent (10%) penalty per month shall be added to a refund that is not made within forty-five (45) days of this Agreement to Us. The lienholder, if any, will be named on a cancellation refund check as their interest may appear.

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

**ARIZONA:** Nothing in this section prevents, limits, or waives Your rights to file a complaint against Us, or seek remedy available thereto, with the Arizona Department of Insurance. PRE-EXISTING CONDITIONS ARE NOT COVERED. CANCELLATION section is amended as follows: A seventy-five-dollar (\$75) cancellation fee is applicable or ten percent (10%) of the purchase price of the service contract, whichever is less. You may cancel this Agreement by submitting a written request to the Dealer/Seller containing a copy of Your Agreement and the current mileage on Your Vehicle. During the first thirty (30) days from the Agreement Purchase Date, We or the Dealer/Seller will refund You one hundred percent (100%) of the Agreement Purchase Price with no deductions for any claims or pending claims. After the first thirty (30) days from the Agreement Purchase Date, We or the Dealer/Seller will refund You a pro-rated amount of the Agreement Purchase Price, based on the lesser of the months or miles remaining, less a seventy-five-dollar (\$75) cancellation fee ) or ten percent (10%) of the purchase price of the service contract, whichever is less. We may not cancel or void this Agreement or any provisions of this Agreement due to (1) Our acts or omissions in failing to provide correct information or to perform services or repairs in a timely, competent, and workmanlike manner, (2) prior use or unlawful acts relating to the covered parts, (3) Our misrepresentation, and (4) ineligibility of parts for coverage under the program.

**CALIFORNIA:** Performance to You under this Agreement is guaranteed by a California approved insurance company. If any promise made in the Contract has been denied or has not been honored within sixty (60) days after Your request, You may contact the California Department of Insurance at (800) 927- 4357 or access the department's Internet Web site ([www.insurance.ca.gov](http://www.insurance.ca.gov)).

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

No cancellation fee will apply in the event We cancel this Agreement. Any refund will be sent to the Covered Vehicle's lienholder unless the lien is satisfied. **ARBITRATION** section is amended as follows: The arbitrators shall not have the power to commit errors of law or legal reasoning, and the award may be vacated or corrected on appeal to a court of competent jurisdiction for any such error. All arbitration shall be handled in accordance with the California Arbitration Act (California Code of Civil Procedure, Section 1280). All references to Commercial arbitration rules are replaced with Consumer arbitration rules. The class action waiver is deleted in its entirety. The fees and costs are amended to comply with California Code of Civil Procedure, Section 1284.3. The clause stating "It is understood and agreed that the transaction evidenced by this Agreement takes place in and substantially affects interstate commerce" is removed in its entirety.

**CONNECTICUT:** Unresolved complaints may be addressed to the State of Connecticut, Insurance Department, P.O. Box 816, Hartford, CT 06142- 0816, Attention: Consumer Affairs. If the warranty period is less than one (1) year, the coverage is automatically extended if the product is being repaired when the warranty expires. CANCELLATION section is amended as follows: You may cancel this Agreement at any time for any reason by submitting a written request to the Dealer/Seller containing a copy of Your Agreement. You may cancel this Agreement if the Vehicle is returned, sold, lost, stolen, or destroyed. **GEORGIA:** **ARBITRATION** does not apply in Georgia. CANCELLATION section is deleted in its entirety and replaced with the following: We may not cancel this Agreement except for material misrepresentation or fraud at time of sale or non-payment of Agreement Purchase Price. If We cancel this Agreement, We or the Dealer/Seller will refund You one hundred percent (100%) of the Agreement Purchase Price. Written notice of cancellation will be mailed to You at least ten (10) days prior to the cancellation of this Agreement for non-payment of the Agreement Purchase Price. At least thirty (30) days written notice of cancellation will be mailed to You for all other reasons. Cancellation will comply with Section 33-24-44 of the Georgia Code. Cancellation fee is not applicable. You may cancel this Agreement at any time. If You cancel this Agreement within the first thirty (30) days and no claims have been filed, We will refund the entire Agreement Purchase Price. 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 contract, agreement, or instrument to the issuer. If this Agreement is cancelled after the first thirty (30) days or a claim has been filed, We will refund the amount of the Agreement Purchase Price according to the pro-rata method reflecting the greater of the days in force or the miles driven less claims paid. An administrative fee of ten percent (10%) of the pro-rata refund amount will be applied if the Agreement is cancelled by You. If Your Agreement is financed, the lender has the right to receive any portion of the cancellation refund amounts. If Your Vehicle is repossessed, stolen or declared a total loss, You authorize the lender to cancel this Agreement. The lienholder, if any, will be named on a cancellation refund check as their interest may appear.

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

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

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

**IOWA:** Iowa residents only may contact the Iowa Insurance Commissioner at the following address: Iowa Insurance Division, 1963 Bell Ave. Ste. 100, Des Moines, Iowa 50315 (515) 281-5705.

CANCELLATION section is amended as follows: If You are the original Agreement Holder and You cancel this Agreement within thirty (30) days of the original Agreement Purchase Date, a ten percent (10%) penalty per month shall be added to a refund that is not made within thirty (30) days of return of this Agreement to Us. If We cancel the Agreement, written notice of such cancellation will be mailed to You within fifteen (15) days of the date of cancellation.

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

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

The "less any claims paid" language does not apply in the State of Louisiana. 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.

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

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

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

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

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

cancellation; five (5) days written notice will be mailed to You for non-payment of premium, material misrepresentation or substantial breach of duties by You. **MISSISSIPPI:** CANCELLATION section is amended as follows: If We cancel the Agreement, written notice of such cancellation will be mailed to You not less than thirty (30) days prior to the effective date of such cancellation and will state the reason for cancellation; ten (10) days written notice will be mailed to You for non-payment of premium. If You are the original Agreement Holder and You cancel this Agreement within thirty (30) days of the original Agreement Purchase Date, a ten percent (10%) penalty per month shall be added to a refund that is not made within forty-five (45) days of this Agreement to Us.

**ARBITRATION** does not apply in Mississippi. This Agreement is not supported by a manufacturer or distributor.

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

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

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

**NEVADA:** **ARBITRATION** does not apply in Nevada. CANCELLATION section is deleted in its entirety and replaced with the following: You may cancel this Agreement by submitting a written request to the Dealer/Seller containing a copy of Your Agreement and the current mileage on Your Vehicle. During the first thirty (30) days from the Agreement Purchase Date, We or the Dealer/Seller will refund You one hundred percent (100%) of the Agreement Purchase Price. After the first thirty (30) days from the Agreement Purchase Date, We will refund You a pro-rated amount of the Agreement Purchase Price, less a twenty-five dollar (\$25) cancellation fee, within forty-five (45) days after the Agreement has been returned to Us. A ten percent (10%) penalty per month shall be added to a refund that is not made within forty-five (45) days of return of this Agreement to Us. We may cancel this Agreement during the first thirty (30) days of the Agreement Purchase Date for any reason. After thirty (30) days, We may cancel this Agreement for material misrepresentation or fraud by You at time of sale or non-payment of Agreement Purchase Price by You. If We cancel this Agreement, We or the Dealer/Seller will refund You one hundred percent (100%) of the Agreement Purchase Price. No claims paid on Your Agreement will ever be deducted from any refund issued pursuant to this Agreement in Nevada. If We cancel this Agreement, no cancellation will become effective until at least fifteen (15) days after the notice of cancellation is mailed to You. If Your Agreement is financed, the lender has the right to

receive any portion of the cancellation refund amounts. If Your Vehicle is repossessed, stolen or declared a total loss, You authorize the lender to cancel this Agreement. In either case, no cancellation will become effective until at least fifteen

(15) days after the notice of cancellation is mailed to You. This Agreement is non-renewable. You do not receive satisfaction under this Contract, You may contact the Nevada Division of insurance department at the following toll free number: 888-872-3234.

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

the New Hampshire Insurance Department at the following address: 21 Fruit Street, Suite 14, Concord, New Hampshire 03301.

NEW JERSEY: CANCELLATION section is amended as follows: If You are the original Agreement Holder and You cancel this Agreement within thirty (30) days of the original Agreement Purchase Date, You will receive a refund within forty-five (45) days of return of this

Agreement to Us; otherwise a ten percent (10%) penalty per month shall be added to a refund.

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

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

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

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

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

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

OKLAHOMA: Oklahoma service warranty statutes do not apply to commercial use references in service warranty contracts. Coverage afforded under this Agreement is not guaranteed by the Oklahoma Insurance Guaranty Association. For towing service, contact Auto Knight Motor Club, Inc. at (877) 877-3377 or 10751 Deerwood Park Blvd Ste. 200, Jacksonville, FL 32256.

CANCELLATION section is deleted in its entirety and replaced with the following: You may cancel this Agreement by submitting a written request to the Dealer/Seller containing a copy of Your Agreement. If You cancel during the first thirty (30) days from the Agreement Purchase Date, and no claim has been authorized or paid, We or the Dealer/Seller will refund You one hundred percent (100%) of the Agreement Purchase Price. After the first thirty (30) days from the Agreement Purchase Date, or if a claim was made within the first thirty (30) days, We or the Dealer/Seller shall provide a refund of ninety percent (90%) of the unearned pro rata premium, less the cost of service provided under this Agreement. We may cancel this Agreement during the first thirty

(30) days of the Agreement Purchase Date for any reason. After thirty (30) days, We may cancel this Agreement for material misrepresentation or fraud at time of sale or for non-payment of Agreement Purchase Price. If We cancel this Agreement, We or the Dealer/Seller will refund You one hundred percent (100%) of the Agreement Purchase Price, less the cost of service provided under this Agreement. If Your Agreement is financed, the lienholder has the right to receive any portion of the cancellation refund amounts. If Your Vehicle is repossessed, stolen or declared a total loss, You authorize the lienholder to cancel this Agreement. ARBITRATION section is amended as follows: While arbitration is mandatory, the outcome of any arbitration shall be non-binding on the parties, and either party shall, following arbitration, have the right to reject the arbitration award and bring suit in a district court of Oklahoma. OREGON: ARBITRATION does not apply in Oregon.

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

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

UTAH: Coverage afforded under this Agreement is not guaranteed by the Utah Property and Casualty Guaranty Association. This Agreement is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department. CLAIMS PROCEDURES section is amended as follows: If You fail to give any notice or file any proof of loss required by this Agreement within the time specified in this Agreement, it does not invalidate a claim made by You if You show that it was not reasonably possible to give the notice or file the proof of loss within the prescribed time and that notice was given or proof of loss was filed as soon as reasonably possible.

CANCELLATION section is amended as follows: If We cancel this Agreement, We will provide written notice of cancellation, including the actual reason for the cancellation, to the last known mailing address at least:

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

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

FILING A CLAIM section has been revised to add the following: If an emergency occurs which requires a covered Mechanical Breakdown repair to be made at a time when Our office is closed and prior authorization for the repair cannot be obtained, You should follow all of the claim procedures outlined in this section with the exception of 2. Obtain Authorization for Payment from Us. After following these instructions, contact Us for claims instructions on the next business day at (877-484-6222), or as soon as reasonably possible.

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

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

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: All references to Administrator throughout this Agreement are replaced with Service Provider. CANCELLATION section is deleted in its entirety and replaced with the following: You may cancel this Agreement by submitting a written request to the Dealer/Seller stating the date upon which the cancellation is effective, and containing a copy of Your Agreement. During the first thirty (30) days from the Agreement Purchase Date, We or the Dealer/Seller will refund You 100% of the Agreement Purchase Price, less any claims paid on Your Agreement. After the first thirty (30) days from the Agreement Purchase Date, We or the Dealer/Seller will refund You a pro-rated amount of the Agreement Purchase Price, based on the months remaining, less a twenty-five dollar (\$25) cancellation fee. If You are the original Agreement Holder and You cancel this Agreement within thirty (30) days of the original Agreement Purchase Date, a ten percent (10%) penalty per month shall be added to a refund that is not made within thirty (30) days of return of this Agreement to Us.

We may cancel this Agreement during the first thirty (30) days for the Agreement Purchase Date for any reason. After thirty (30) days, We may cancel this Agreement non-payment of Agreement Purchase Price by the Dealer/Seller to Us, or for material misrepresentation or fraud at time of sale. If We cancel this Agreement, We or the Dealer/Seller will refund You 100% of the Agreement Purchase Price. If We cancel this Agreement, We shall mail written notice to You at Your last known address no less than twenty-one (21) days prior to the effective date of the cancellation. The notice shall state the effective date and the reason for cancellation.

If We have notice of a lender and a Discharge of Lien is not provided, any refund will be issued to the lender. If Your Vehicle is repossessed, stolen or declared a total loss, You authorize the lender on the Declarations Page to cancel this Agreement. If cancelled, the Agreement will not be reinstated. ARBITRATION section is amended to add the following: The Insurance Commissioner of Washington is the Service Provider's attorney to receive service of process in any action, suit or proceeding in any court, and the state of Washington has jurisdiction of an y civil action in connection with this Agreement. Arbitration proceedings shall be held at a location in closest proximity to the service Agreement holder's permanent residence. You may file a direct claim with the insurance company at any time.

Our obligations under this Agreement are insured under insurance policy number AKMC-WA issued by Lyndon Southern Insurance Company, 10751 Deerwood Park Blvd., Ste. 200, Jacksonville, FL 32256, Tel: (800) 888-2738. In the event We fail to pay an authorized claim within sixty (60) days after proof of loss has been filed, You may file a direct claim with Lyndon Southern Insurance Company. To do so, please call the following toll-free number for instructions: (800) 888-2738.

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

section is deleted in its entirety and replaced with the following: You may cancel this Agreement by submitting a written request to the Dealer/Seller containing a copy of Your Agreement and the current mileage on Your vehicle. During the first thirty (30) days from the Agreement Purchase Date, We or the Dealer/Seller will refund You one hundred percent (100%) of the Agreement Purchase Price, less any claims paid on Your Agreement. After the first thirty (30) days from Agreement Purchase Date, We or the Dealer/Seller will refund You a pro-rated amount of the Agreement Purchase Price, based on the lesser of the months or miles remaining, less a cancellation fee not to exceed the lesser of ten percent (10%) of the Agreement Purchase Price or fifty dollars (\$50). If You are the original Agreement holder and You cancel this Agreement within thirty (30) days of the original Agreement Purchase Date, We, shall pay a ten percent (10%) per month penalty of the refund amount outstanding which We shall add to the amount of the refund that is not made within forty-five (45) days of return of this Agreement to Us.

You may cancel this Agreement at any time in the event of total loss of property covered by this Agreement that is not covered by a replacement of the property pursuant to the terms of the Agreement. We or the Dealer/Seller will refund You a pro-rated amount of the Agreement Purchase Price less any claims paid on Your Agreement.

We may cancel this Agreement for material misrepresentation or fraud at time of sale, substantial breach of duties by the Agreement holder relating to Agreement coverage, or non-payment of Agreement Purchase Price. If We cancel this Agreement, We will provide written notice of cancellation, including the effective date of the cancellation and the actual reason for the cancellation, to the last known mailing address at least five (5) days prior to the effective date of the cancellation. If We cancel this Agreement, We or the Dealer/Seller will refund You one hundred percent (100%) of the Agreement Purchase Price, less any claims paid on Your Agreement. ARBITRATION does not apply in Wisconsin.

WEST VIRGINIA: The cancellation fee does not apply in West Virginia. ARBITRATION section is amended as follows: If both parties agree

to arbitrate, each party will select an arbitrator. The two arbitrators will select a third arbitrator. If they cannot agree upon the selection of a third arbitrator within thirty (30) days, both parties must request that selection of a third arbitrator be made by a judge of a court having jurisdiction. Local rules of law as to procedure and evidence will apply. Payment of the arbitrator's fee shall be made by Us if coverage is found to exist. If coverage is not found, each party will:

(a) pay its chosen arbitrator; and (b) bear the other expenses of the arbitrator equally. Section B. GENERAL PROVISIONS is amended as follows: If a covered Claim is not paid within fifteen (15) working days from the agreed upon settlement, You may file a Claim directly with Lyndon Southern Insurance Company. Wyoming: The CANCELLATION section is amended to add the following: If

You are the original Agreement Holder and You cancel this Agreement within sixty (60) days of the original Agreement Purchase Date, a ten percent (10%) penalty per month Shall be added to a refund that is not made within forty-five

(45) days of return of this Agreement to Us. If We cancel this Agreement, We will provide written notice of cancellation, including the effective date of the cancellation and the actual reason for the cancellation, to the last known mailing address at least: Ten (10) days before the effective date of cancellation if cancelled for any reason other than non-payment of the Agreement Purchase Price; a material misrepresentation by You to the provider; or a substantial breach of duties by You relating to the covered product or its use. ARBITRATION does not apply in Wyoming.