



**Administrative Office:**  
 100 Mall Parkway, Suite 121,  
 Wentzville, MO 63385  
 Telephone Number: 1-888-503-0724

<b>CUSTOMER INFORMATION</b>															
Agreement Holder															
Address															
Telephone Number		Email													
<b>VEHICLE INFORMATION</b>															
Year	Make	Model	Vehicle Identification Number												
Agreement Number		Term	Coverage												
Agreement Purchase Date		Agreement Purchase Price	Current Odometer Reading												
Agreement Expiration Date		Agreement Expiration Odometer	Waiting Period												
<b>DEALER INFORMATION</b>															
Dealer/Seller															
Address															
Telephone Number															
<b>LIENHOLDER INFORMATION</b>															
Lienholder															
<b>\$100 DEDUCTIBLE</b> (per occurrence)	<b>SURCHARGES/OPTIONS</b> <table border="0"> <tr> <td><input type="checkbox"/> Commercial Use</td> <td><input type="checkbox"/> Emissions</td> <td><input type="checkbox"/> Paintless Dent Repair</td> </tr> <tr> <td><input type="checkbox"/> 6 Inch Lift/4 Inch Drop</td> <td><input type="checkbox"/> Market Labor Rate</td> <td><input type="checkbox"/> Alloy Wheel Repair</td> </tr> <tr> <td><input type="checkbox"/> Ride Share</td> <td><input type="checkbox"/> Lux Electronics</td> <td><input type="checkbox"/> Key Replacement</td> </tr> <tr> <td><input type="checkbox"/> Hybrid Vehicle</td> <td><input type="checkbox"/> Salvage Title</td> <td></td> </tr> </table>			<input type="checkbox"/> Commercial Use	<input type="checkbox"/> Emissions	<input type="checkbox"/> Paintless Dent Repair	<input type="checkbox"/> 6 Inch Lift/4 Inch Drop	<input type="checkbox"/> Market Labor Rate	<input type="checkbox"/> Alloy Wheel Repair	<input type="checkbox"/> Ride Share	<input type="checkbox"/> Lux Electronics	<input type="checkbox"/> Key Replacement	<input type="checkbox"/> Hybrid Vehicle	<input type="checkbox"/> Salvage Title	
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**This is not an insurance policy.** This Agreement is between Merit Administration, and the Agreement Holder. Only the Vehicle described on the Schedule Page is covered. The Deductible applies to each claim submitted. Vehicle must be in good working condition at time of sale and all applicable manufacturer warranties in effect. You agree that the Term indicated above begins to run from the Agreement Purchase Date, even though any components or parts covered by a manufacturer, supplier, or other warranty are NOT covered by this Agreement until expiration of the manufacturer, supplier, or other warranty.

**YOU HAVE READ AND AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT. YOU UNDERSTAND THE PURCHASE OF THIS AGREEMENT IS NOT REQUIRED IN ORDER TO OBTAIN FINANCING FOR THIS VEHICLE. YOU HAVE READ, UNDERSTAND AND ACCEPT ITS CONDITIONS. THE ADMINISTRATOR MUST BE CONTACTED PRIOR TO PERFORMING ANY REPAIR UNDER THIS AGREEMENT. THE ADMINISTRATOR WILL NOT BE RESPONSIBLE FOR ANY REPAIRS THAT ARE NOT PRE-AUTHORIZED. SEE THE "AGREEMENT HOLDER RESPONSIBILITIES SECTION" FOR INSTRUCTIONS TO BE FOLLOWED IN THE EVENT OF A COVERED BREAKDOWN. IF YOU SELL YOUR VEHICLE AND WANT TO CANCEL THIS AGREEMENT, YOU MUST REQUEST A REFUND IN WRITING ACCORDING TO THE TERMS IN THE "CANCELLATION SECTION" OF THIS AGREEMENT. YOU ACKNOWLEDGE YOUR UNDERSTANDING OF AND AGREE TO THE DISPUTE RESOLUTION/ARBITRATION AGREEMENT AND CLASS ACTION WAIVER SECTION IN THIS AGREEMENT. REFER TO THE DISPUTE RESOLUTION/ARBITRATION AGREEMENT AND CLASS ACTION WAIVER SECTION FOR OPT-OUT INSTRUCTIONS.**

**THIS AGREEMENT IS BASED ON INFORMATION YOU PROVIDED ON THIS SCHEDULE PAGE. YOU ACKNOWLEDGE YOUR UNDERSTANDING OF THE LIMITED APPLICABILITY OF THE FEDERAL MAGNUSON MOSS WARRANTY ACT AS SET OUT IN THIS AGREEMENT. YOU ACKNOWLEDGE ANY MISREPRESENTATION MAY RESULT IN THE DENIAL OF A CLAIM. YOU UNDERSTAND THAT THIS AGREEMENT HAS BEEN ISSUED IN ACCORDANCE WITH THE INFORMATION CONTAINED ABOVE AND IS SUBJECT TO THE TERMS AND CONDITIONS STATED IN THIS AGREEMENT, WHICH YOU HAVE READ AND RECEIVED.**

**Initial \_\_\_\_\_ WA Residents Only:** By initialing, You acknowledge that You have reviewed the Term Limit, and the implied Warranty and Cancellation sections of the WA State Disclosure. Additionally, You have reviewed the Coverages, Exclusions and Agreement Holder Responsibilities set forth in this Agreement.

\_\_\_\_\_  
 Agreement Holder Signature      Agreement Sales Date

\_\_\_\_\_  
 Signature of Salesperson

## DIAMOND COVERAGE WITH ROADSIDE ASSISTANCE

### DEFINITIONS

1. **Administrator:** Merit Administration, 100 Mall Parkway, Suite 121, Wentzville, MO 63385, (888) 503-0724, except for the state of Florida, where Lyndon Southern Insurance Company is providing administration, 10751 Deerwood Park Blvd., Ste. 200, Jacksonville FL 32256, Tel: (800) 888-2738.
2. **Agreement:** This **Agreement**, which **You** have purchased for the **Vehicle** described on the **Schedule Page**.
3. **Breakdown:** The failure of a defective part as supplied by the Manufacturer or Dealer outside of the allowable tolerances prescribed by the manufacturer.
4. **Claim:** A demand by **You** for benefits under this **Agreement**. A visit/claim may have more than one Covered Repair.
5. **Commercial Use** (with paid surcharge): Is a commercial vehicle registered to a business and/or for business purposes. Vehicles that are in excess of manufacturer's G.V.W. or exceed manufacturer's recommendation use are not eligible. Taxi cabs, tow trucks, snowplows, emergency vehicles, livery and police vehicles are ineligible.
6. **Covered Part(s):** The parts listed in the **Schedule of Coverages** section of this **Agreement** for the **Plan** selected.
7. **Dealer/Seller:** The dealership from whom **You** purchased this **Agreement**.
8. **Deductible:** The amount **You** are required to pay, as shown on the **Schedule Page**, toward the total cost for the repair or replacement of **Covered Parts** per visit/claim made.
9. **Failure:** The inability of an original or like replacement part covered by this **Agreement** to function in normal service.
10. **Obligor (We, Us, Our):** Merit Administration, 100 Mall Parkway, Suite 121, Wentzville, MO 63385, (888) 503-0724, except in the states of Florida, the Obligor is Lyndon Southern Insurance Company 10751 Deerwood Park Blvd., Ste. 200, Jacksonville, FL 32256, Tel: (800) 888-2738, (Florida License No. 03698).
11. **Plan:** Refers to the **Plan** and **Term** selected by **You** as shown on the **Schedule Page** of this **Agreement**.
12. **Repair Facility:** A licensed **Repair Facility** (licensed as a retail merchant to perform mechanical repairs) authorized by the **Administrator** to perform repair services under this **Agreement**.
13. **Ride Share** (with paid surcharge): Is a privately owned vehicle in service used for Uber, Lyft, etc.
14. **Salvage Title** (with paid surcharge): **Salvage**, lemon law, buyback **Vehicle**, junk, branded title or other designation.
15. **Schedule of Coverages:** A part to this **Agreement** that outlines the coverage of the **Plan** selected by **You** as shown on the **Schedule Page** of this **Agreement** and lists the **Covered Parts**.
16. **Schedule Page:** The numbered document executed by **You** which must be attached to this **Agreement**. It lists information regarding the **Vehicle** to be covered, **Agreement** Terms and Conditions, and other vital information.
17. **Seals and Gaskets:** Are covered on **Vehicles** up to 150,000. After 150,000 miles **Seals and Gaskets** are only covered in conjunction of a covered component repair. Minor leaks, seepage, or fluid loss do not constitute a **Failure**.
18. **Term:** The maximum number of months indicated on the **Schedule Page** that this **Agreement** shall be in force.
19. **Territories:** This **Agreement** applies only to mechanical **Breakdown** or **Failure** occurring within the Continental United States, Alaska, Hawaii and Canada.
20. **Tow Vehicle:** A vehicle that is in the process of being towed by the **Vehicle**.
21. **Vehicle:** The **Vehicle** described on the **Schedule Page** that is covered under this **Agreement**.
22. **Wear and Tear:** The gradual reduction of operating performance. Coverage will be extended to all covered parts and components that suffered a **Breakdown** as a result of **Wear** and/or **Tear** unless otherwise listed under the **Exclusions** section of this **Agreement**.
23. **You, Your:** The **Agreement** Holder shown on the **Schedule Page** or the person to whom the **Agreement** was properly transferred.
24. **6 Inch Lift/ 4 Inch Drop** (with paid surcharge): Is a **Vehicle** with a lift kit under 6 inches or drops under 4 inches.

### GENERAL PROVISIONS

The **Obligor** agrees that this **Agreement** covers the **Vehicle** and the repair or replacement of the **Covered Parts** and applicable labor, per industry recognized labor guides. A **Breakdown** of a **Covered Part** is defined as **Failure** of such part to meet manufacturer's specifications. **We** will pay an authorized **Repair Facility** directly to remedy any **Failure/Breakdown** related to repair or replacement of such parts provided that the **Agreement** Holder does not have insurance or manufacturer's warranty covering such repair or replacement. The operation of this **Agreement** will be concurrent in certain cases with any applicable factory, manufacturer's, or seller's warranty or particular provisions thereof. **You** are required to pursue those warranties before proceeding with this **Agreement**. **The provisions of this Agreement commence on the Agreement Purchase Date and continue until the Agreements Term has expired, or the Vehicle's mileage exceeds the Agreement Terms, whichever comes first. Replacement will be made with parts of like kind and quality and compatible with the Vehicle's specification. All parts replaced will be covered under the terms and conditions hereof for the remaining term and/or mileage of this Agreement as shown above.**

### DEDUCTIBLE

A **Covered Breakdown** coverage is subject to the applicable **Deductible** for each repair visit. However, the **Deductible** does not apply to towing and/or rental car/substitute transportation coverage(s).

### COVERED VEHICLE PARTS

#### **DIAMOND COVERAGE WITH ROADSIDE ASSISTANCE:**

**DIAMOND COVERAGE** covers all components except for the following items:

Lighting inclusive of headlight/tail light assemblies, bulbs, LED lighting, sealed beams and lenses; handles; door hinges; weather stripping; all interior and exterior trim; paint; bright metal; chrome; sheet metal; moldings; welds; rubber body parts; body panels; sunroof/moon roof and convertible tops including related mechanisms; fiberglass; plastic; framing; vinyl; fabric; body seals; wheels and wheel covers; wheel balancing; seat belts and retractors; clock spring; seat heaters; all upholstery; shock absorbers; hydraulic suspension systems and controls; struts; bearings; mounts and housing; hydraulic and manual clutch components; friction disc; throw-out bearing; pilot bearing; pressure plate; keyless entry transmitters and pad; GPS components; audio system not manufacturer installed; glass; bumpers; winch; brake shoes/drums, brake pads/shoes; brake hardware; PCV valve; catalytic converters; emissions systems; belts; hoses; carburetor; throttle body; glow plugs; spark plugs and wires; metal lines; hoses; wiper blades and arms; distributor

cap & rotor; battery; cables; nuts; bolts and fasteners. **Tires are excluded unless they are the original manufacturer installed/equipped tires, or the replacement tire is of the same type and size.** The tire must have proper installation and more than 5/32" tread depth. Repair reimbursement shall be limited to twenty-five dollars (\$25) per tire and two hundred dollars(\$200) per tire replacement. Coverage is limited to a lifetime benefit amount of five hundred dollars (\$500). Repair or replacement is covered only in the event of road hazard. Negligence, misuse, abuse, curb impact, valve or rim leaks, manufacturer defect, fire, theft, dry rot, collision, tire chains vandalism, off-road use, improper installation, under/over inflated tires, uneven wear, racing are not covered by this agreement. All-encompassing conditions, parts, items, etc. of the Exclusion section of this **Agreement**.

## **SURCHARGES/OPTIONAL COVERAGES**

**The following optional coverages are included only if the surcharge has been selected on the Schedule Page and the surcharge has been paid. If the surcharge(s) have not been selected or paid, the following components and coverages listed below are EXCLUDED.**

1. **Lux Electronics:** The following components are strictly limited to a 1-time replacement and only covered if manufacturer installed base units: DVD players, Convertible and Moon/Sunroof top motors, Navigation/Radio/GPS unit including integrated radio/GPS, Back-up camera and sensors, Liquid Crystal (LCD) display, non-upholstery integrated standalone heaters and voice activation systems. **Any aftermarket components are excluded from coverage.**
2. **Emissions:** Mass Air Flow (MAF) sensor, Manifold Absolute Pressure (MAP) sensor, Oxygen (O2)/Air Fuel Ratio sensor, Exhaust Gas Recirculation (EGR)/EFE valve, EGR solenoid, EGR check valve, EGR position sensor, EGR/EFE Thermal Vacuum Switch, EGR controller, EGR relay, Idle Air Control (IAC) valve, EVAP leak detection valve, EVAP leak detection pump, EVAP canister, EVAP vent valve, Purge valve, Canister purge solenoid, DPFE sensor, Fuel fill cap, fuelfill neck restrictor, fuel tank pressor sensor, fuel tank vent valve, PCV sensor, Engine oil fill cap, Intake Air Resonator, Intake Air Temperature Sensor, Air Injection valve and check valve, Air Injection Relay and Air Injection Pump.
3. **Market Labor Rate:** The maximum payable **Repair Facility** hourly rate is one hundred (\$100) dollars per hour unless **You** have selected and paid for the Market Labor Rate option. If the **Market Labor Rate** option has been chosen and paid for, the **Agreement** will authorize the **Repair Facilities** posted rate for any **Covered** mechanical **Breakdown**.
4. **Salvage Title**
5. **Paintless Dent Repair (PDR):** This coverage includes the removal of minor dents and creases to the Vehicle's exterior sheet metal or aluminum body panels using specialized hand tools by technicians trained in the PDR process. The service(s) or repairs(s) are limited to dents or creases that do not exceed 4" in length/diameter and do not affect the Vehicle's existing paint finish. Service(s) or repair(s) do not include repainting, sanding, bonding or replacement of any body panels. During the Term of this Agreement the customer is entitled to unlimited PDR repair or service requests, subject to the limitations and exclusions under limitations and exclusions.
6. **Alloy Wheel Repair:** This coverage includes the repair or reconditioning of cosmetic damage to an alloy wheel caused by a road hazard during the Term. We agree to repair or recondition any cosmetically damaged portion of an alloy wheel, and only the cosmetically damaged portion of an alloy wheel, to the fullest extent possible, subject to the exclusions and limitations. In no event shall this benefit provide replacement of wheels and/or rims. During the Term of this Agreement the customer is limited to a maximum of two (2) alloy wheel repair(s) per calendar year, subject to the limitations and exclusions under limitations and exclusions.
7. **Key Replacement:** In the event Your key/remote is lost, stolen or destroyed We will pay for a replacement key/remote for an amount not to exceed four hundred dollars (\$400) per year.

**IMPORTANT NOTICE: FOR THE SAFETY AND SECURITY OF THE VEHICLE OWNER, ALL KEYS AND/OR REMOTES THAT ARE REPORTED LOST, STOLEN OR DESTROYED MUST BE DEPROGRAMMED BY THE APPROPRIATE FRANCHISE DEALER PRIOR TO REPLACEMENT.**

## **ADDITIONAL BENEFITS**

### **RENTAL CAR/SUBSTITUTE TRANSPORTATION**

In the event of a covered **Breakdown**, when **Your Vehicle** has a repair time that exceeds 8.0 hours, in accordance with the manufacturers labor guide, **We** will reimburse up to thirty dollars (\$30.00) per day for six (6) days not to exceed one-hundred eighty dollars (\$180.00) per occurrence from a licensed rental car facility. The above is not payable if the **Agreement Holder** has other substitute transportation coverage available. This coverage also applies while the **Vehicle** is under the manufacturer's warranty. This coverage is not subject to a **Deductible**.

### **TOWING**

**We** will furnish **You** or reimburse **You** for **Your** actual incurred **Towing** cost up to a maximum fifty dollars (\$50.00 per occurrence), if the **Tow** was necessary because of a covered **Breakdown** of a part covered under this **Agreement**. The above is not payable if the **Agreement Holder** has other **Towing** coverage available unless the **Towing** charge exceeds the other coverage. This coverage applies while the **Vehicle** is under the manufacturer's warranty and the **Breakdown** would have been covered by this **Agreement**. This coverage is not subject to a **Deductible**.

### **EMERGENCY ROADSIDE ASSISTANCE SERVICE**

#### **FOR EMERGENCY ROADSIDE ASSISTANCE COVERAGE, YOU MUST CALL (888) 246-2014**

The following are covered emergencies, subject to the one hundred dollars (\$100.00) per occurrence limit: Roadside Assistance is available twenty-four (24) hours a day/three hundred sixty-five (365) days a year anywhere in the United States (including Alaska, Hawaii and Canada). The following non-accident-related services are available up to a maximum benefit of one hundred (\$100.00) dollars per incident.

- A. **TOWING ASSISTANCE** - When towing is necessary, the **Vehicle** will be towed to the **Repair Facility** or **Dealer/Seller** at no expense to **You** if within twenty-five (25) miles of the disablement site. If the disablement site is further than twenty-five (25) miles from the **Repair Facility** or **Dealer**, the **Vehicle** will be towed to the nearest qualified **Repair Facility** or any location specified by **You**.
- B. **BATTERY SERVICE** - If a battery failure occurs, assistance will be provided to start the **Vehicle**.
- C. **FLAT TIRE ASSISTANCE** - Service consists of the removal of the flat tire and its replacement with the spare tire located with the **Vehicle**.
- D. **FUEL, OIL, FLUID AND WATER DELIVERY SERVICE** – An emergency supply of fuel (3 gallons), oil, fluid and water will be delivered if **Your Vehicle** is in immediate need. **You** must pay for the fuel or other fluid when it is delivered.
- E. **LOCK-OUT ASSISTANCE** - Assistance will be provided in unlocking **Vehicle** if the keys are lost or locked inside the **Vehicle**.

**ROADSIDE ASSISTANCE:** **Your** coverage begins on the **Agreement** Purchase Date shown on the **Schedule Page** and terminates on the expiration of the **Term** of **Your Agreement** shown on the **Schedule Page**. **You** will only have to pay for any non-covered expenses or **Costs** in excess of **Your** one hundred dollars (\$100.00) per occurrence maximum.

All of the Roadside Assistance benefits are provided by **Auto Knight Motor Club, Inc., 10751 Deerwood Park Blvd., Ste. 200, Jacksonville, FL 32256, (888) 246-2014** and a service vehicle will be dispatched to **Your** assistance. Important: Please be with **Your Vehicle** when the service provider arrives, unless it is unsafe to remain with the **Vehicle**, as the service provider cannot service an unattended **Vehicle**. In the event that service is not obtainable through Auto Knight Motor Club, Inc., **You** will receive an authorization number to receive a refund of payments made according to **Your** program benefit and coverage limits for services received independently. **You** must first contact Auto Knight Motor Club, Inc., for authorization to obtain independent services.

The following items are not included as part of the Roadside Assistance benefit: 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. Cost of parts, replacement keys, fluids, lubricants, fuel, material, additional labor relating to towing, or the cost of installation of products. Non-emergency towing or other non-emergency service. Non-emergency mounting or removing of snow tires or chains. Shoveling snow from around the **Vehicle**, tire repair, extrication or winching, motorcycles, trucks over one-and-a-half-ton capacity, antique vehicles (meaning vehicles over 20 years old or out of manufacture for 10 years or more), taxicabs, limousines, or other commercial vehicles. Recreational Vehicles (RVs), camping trailers, travel trailers, or any vehicles in tow. Any and all taxes or fines. Damage or disablement due to collision, fire, flood or vandalism. Towing from or repair work performed at a service station, garage or repair shop. Towing by other than a licensed service provider or garage; vehicle storage charges; a second tow for the same disablement. Service on a **Vehicle** that is not in a safe condition to be towed or serviced or that may result in damage to the **Vehicle** if towed or serviced. Towing or service on roads not regulatory maintained, such as sand beaches, open fields, forests, and areas designated as not passable due to construction, etc. Towing at the direction of a law enforcement officer relating to traffic obstruction, impoundment, abandonment, illegal parking, or other violations of law. Repeated service calls for a **Vehicle** in need of routine maintenance or repair. Services received independently from Auto Knight Motor Club, Inc., without prior authorization from Auto Knight Motor Club, Inc. Only one (1) disablement for the same service type during any seven (7) day period will be accepted. THIS IS NOT A ROADSIDE ASSISTANCE REIMBURSEMENT SERVICE.

### **EXCLUSIONS –**

The following items are not covered by this Agreement:

- 1) **MECHANICAL BREAKDOWN OR FAILURE – REPAIR OR REPLACEMENT OF ANY PARTS LISTED BELOW OR ANY PARTS LISTED AS NOT COVERED UNDER THE COVERED PARTS SECTION.**
- 2) **ANY COVERED BREAKDOWN OR FAILURE FOR WHICH THE MANUFACTURER IS RESPONSIBLE UNDER ITS WARRANTY, DEALER'S ASSISTANCE PROGRAM, OR UNDER THE REPAIRER'S GUARANTEES.**
- 3) **ANY LOSS OR EXPENSE THAT IS THE DIRECT RESULT OF A MECHANICAL OR STRUCTURAL DEFECT FOR WHICH THE MANUFACTURER HAS PUBLICLY ANNOUNCED ITS RESPONSIBILITY BY ANY MEANS OR BY A RECALL FOR THE PURPOSE OF CORRECTING SUCH DEFECT, EXCEPT THAT WE WILL REIMBURSE YOU THE DIFFERENCE BETWEEN ANY DEDUCTIBLE CHARGED BY THE MANUFACTURER AND THE DEDUCTIBLE CONTAINED HEREIN IF APPLICABLE. THE PROVISIONS FOR CAR RENTAL AND TOWING SHALL APPLY DURING THE PERIOD OF THE MANUFACTURERS RECALL SO LONG AS THE BREAKDOWN OR FAILURE IS COVERED BY THIS AGREEMENT.**
- 4) **CONSEQUENTIAL COVERAGE FOR NON-COVERED PARTS.**
- 5) **IF THE ODOMETER HAS STOPPED, HAS BEEN ALTERED OR DISCONNECTED AND MISREPRESENTS YOUR VEHICLE'S ACTUAL MILEAGE.**
- 6) **ANY LOSS OR DAMAGE DUE TO COLLISION, FALLING OBJECTS, THEFT, ATTEMPTED THEFT, FIRE, FLUID CONTAMINATION, WATER INGESTION, WATER INTRUSION, LARCENY, EXPLOSION, MALICIOUS MISCHIEF, VANDALISM, RIOT OR CIVIL COMMOTION, ACTS OF GOD, RUST, CORROSION, ELECTROLYSIS, SALT, SALT WATER, FLOOD, FREEZING OR ACTS OF NATURE AND EVENTS BEYOND OUR CONTROL.**
- 7) **MISUSE OR ABUSE: NEGLIGENCE, MODIFICATION, ALTERATION, TAMPERING, DISCONNECTION, IMPROPER ADJUSTMENTS OR REPAIRS, MISDIAGNOSIS, LOST OR MISSING PARTS, CLOGGING, OVERHEAT, WARPING, CONTINUED OPERATION WHEN A KNOWN ISSUE OCCURS, INSTALLATION OF PARTS NOT OF LIKE QUALITY AND EQUIVALENT DESIGN AS SUPPLIED BY THE MANUFACTURER, ADD ON PARTS OR MODIFICATIONS TO EXISTING SYSTEMS OR COMPONENTS.**
- 8) **TOWING OR PULLING: PULLING A TRAILER OR ANOTHER VEHICLE UNLESS YOUR VEHICLE IS PROPERLY EQUIPPED FOR THIS PURPOSE AS RECOMMENDED BY THE MANUFACTURER.**
- 9) **LACK OF MANUFACTURER'S REQUIRED MAINTENANCE: IF YOU FAIL TO PERFORM PROPER MAINTENANCE OR CUSTOMARY LUBRICATION SERVICES AS RECOMMENDED BY THE MANUFACTURER, OR BY LACK OF REQUIRED**

- MAINTENANCE, OR USE OF FUELS, OILS AND/OR LUBRICANTS OTHER THAN THOSE RECOMMENDED BY THE MANUFACTURER, IMPROPER FLUID LEVELS AND CONDITIONS, SLUDGE OR VARNISH.
- 10) COMPLETE EXHAUST SYSTEM INCLUDING EXHAUST MANIFOLD(S), CATALYTIC CONVERTER, PCV SYSTEM, EGR SYSTEM COMPONENTS, DEF SYSTEM COMPONENTS, EMISSIONS SYSTEM COMPONENTS.
  - 11) MANUAL CLUTCH COMPONENTS INCLUSIVE BUT NOT LIMITED TO FRICTION CLUTCH DISC, PRESSURE PLATE, THROW OUT BEARING, PILOT BEARING. GLASS, LENSES, SEALED BEAMS, HEADLIGHT OR HID ASSEMBLIES, TAILLIGHT ASSEMBLIES, CONVERTIBLE TOPS EXCEPT FOR CONVERTIBLE TOP MOTOR, UPHOLSTERY (INCLUDING HEATERS), PAINT, TRIM OR MOLDINGS (INTERIOR OR EXTERIOR), BODY PANELS, WELDS, FRAME, SUBFRAME INCLUDING SUBFRAME MOUNTS AND BUSHINGS, WEATHER STRIPPING, TIRES, WHEELS, LUG NUTS, WHEEL COVERS, ANY PHYSICAL DAMAGE.
  - 12) ANTI-THEFT SYSTEMS, GPS SYSTEMS AND AUDIO SYSTEMS NOT ORIGINALLY INSTALLED BY THE MANUFACTURER.
  - 13) MODIFICATIONS UNLESS 6 INCH LIFT/4 INCH DROP SURCHARGE IS PAID AND ONLY APPLICABLE TO SUCH. ALL OTHER MODIFICATIONS ARE NOT ELIGIBLE.
  - 14) COMMERCIAL USE OR RIDE SHARE OF THE COVERED VEHICLE UNLESS SURCHARGE IS PAID.
  - 15) HYBRID VEHICLE UNLESS SURCHARGE IS PAID.
  - 16) MAINTENANCE OR TUNE UP ITEMS SUCH AS BUT NOT LIMITED TO HOSES, LINES, TUBES, CLAMPS, BELTS (OTHER THAN TIMING BELT), SPARK PLUGS, GLOW PLUGS, BRAKE PADS, BRAKE SHOES, DRUMS, ROTORS, BATTERIES (OTHER THAN HYBRID BATTERY IF SURCHARGE FOR HYBRID VEHICLE IS PAID), BATTERY CABLES OR BATTERY HARNESSSES, FUSES, FUSEABLE LINKS, ALIGNMENTS, TIRE PRESSURE SENSORS, WHEEL BALANCING, FILTERS. FLUIDS, UNLESS REQUIRED IN CONJUNCTION WITH A COVERED REPAIR LIMITED TO FACTORY FILL SPECIFICATION.
  - 17) NUTS, BOLTS, HARDWARE, CONNECTIONS, SCREWS, FAILURE OR LOOSENING OF FASTENERS.
  - 18) IF YOU ARE RENTING THE VEHICLE.
  - 19) ANY REPAIRS PERFORMED TO THE COVERED VEHICLE NOT SPECIFICALLY AUTHORIZED BY US VIA AN AUTHORIZATION NUMBER ARE NOT COVERED.
  - 20) ANY CLAIM PAPERS RECEIVED AFTER SIXTY (60) DAYS FROM THE AUTHORIZATION DATE WILL RESULT IN A CLAIM DENIAL.
  - 21) PARTS NOT SPECIFICALLY LISTED AS COVERED UNDER THIS AGREEMENT ARE NOT COVERED UNDER THIS AGREEMENT OR UNAVAILABLE PARTS.
  - 22) ANY FAILURE, CLAIM OR CONDITION THAT EXISTED PRIOR TO THE PURCHASE OF THIS AGREEMENT.
  - 23) ANY ECONOMIC LOSS, INCLUDING LOSS OF TIME, INCONVENIENCE, LODGING, FOOD, STORAGE OR OTHER INCIDENTAL OR CONSEQUENTIAL LOSS OR DAMAGE THAT MAY RESULT FROM A FAILURE.
  - 24) SALES TAX UNLESS IF REQUIRED BY LAW.
  - 25) ANY ADDITIONAL FEES INCLUDING BUT NOT LIMITED TO; SHOP SUPPLIES, EPA WASTE FEES, DISPOSAL FEES, FREIGHT, SHIPPING, CORE CHARGES AND STORAGE FEES.
  - 26) COSTS ASSOCIATED WITH TEARDOWNS.
  - 27) FLUID SEEPAGE, SEEPAGE IS CONSIDERED A NORMAL CONDITION BY THE MANUFACTURER.
  - 28) ANY COVERED PART IF A BREAKDOWN HAS NOT OCCURRED OR IF THE WEAR ON THAT PART HAS NOT EXCEEDED THE TOLERANCES ALLOWED BY THE MANUFACTURER BUT WHICH A REPAIR FACILITY OR MANUFACTURER RECOMMENDS OR REQUIRES BE REPAIRED IN CONNECTION WITH A COVERED BREAKDOWN.
  - 29) LOSS OF COMPRESSION, OIL CONSUMPTION. PISTONS, PISTON RINGS, INTAKE OR EXHAUST VALVES WHICH HAVE NOT SUSTAINED A BREAKDOWN BUT HAVE PRESENCE OF CARBON DEPOSITS OR OTHER MATERIALS. GRINDING AND/OR REFACING OF THE VALVES OR SEATS, CLEANING AND/OR REPLACEMENT OF THE PISTONS, PISTON RINGS, VALVES TO RESTORE ENGINE COMPRESSION OR REDUCE OIL CONSUMPTION.
  - 30) **PRE-EXISTING CONDITIONS.**

## **AGREEMENT HOLDER RESPONSIBILITIES**

### **SERVICE MAINTENANCE REQUIREMENTS**

YOU must perform at the proper intervals the following maintenance guidelines:

- a. You must service the Vehicle in accordance with the manufacturer's guidelines.
- b. Agreement Holder must keep receipts showing dates, mileages and services performed and/or materials purchased and furnish them to the authorized Repair Facility when presenting a Claim. Required maintenance service may be performed by any qualified: service facility, repair establishment, or individual; however, an authorized Repair Facility must perform repairs or replacements provided under this Vehicle Service Agreement. Failure to perform the required maintenance will result in denial of coverage under this Agreement.

### **INSTRUCTIONS TO BE FOLLOWED IN THE EVENT OF A MECHANICAL BREAKDOWN OR FAILURE**

When YOU have a BREAKDOWN:

- a. Be sure the Vehicle is protected from further damage. Take immediate action to prevent further damage to Your Vehicle. Any damage resulting from continued operation of an impaired Vehicle will constitute Failure to protect Your Vehicle and will not be covered by this Agreement.
- b. Take Your Vehicle to the nearest authorized Repair Facility immediately for diagnosis.
- c. Tell the Repair Facility to visit the Claims website "[meritadministration.com](http://meritadministration.com)" for 24/7 Claims submission and instruction.
- d. For further assistance, contact the Administrator 888-503-0724, [claims@meritadministration.com](mailto:claims@meritadministration.com)
- e. Furnish the authorized Repair Facility with receipts evidencing the continuation of service requirements.
- f. Prior to proceeding with repairs, ensure that the Repair Facility contacts the Administrator and obtains authorization to proceed with the repair. **IMPORTANT: AGREEMENT HOLDER ASSUMES ALL LIABILITY FOR**

#### **PAYMENT OF REPAIRS THAT ARE NOT AUTHORIZED TO THE REPAIR FACILITY.**

- g. The Administrator reserves the right to inspect the covered vehicle before the performance of repair or replacement.
- h. Pay the applicable Deductible (if any) and all charges for service not covered by this agreement. NOTE: You are responsible for authorizing inspection or teardown of Your Vehicle by the Repair Facility to determine the cause of Failure. If the Failure is not covered under this Agreement, You will be responsible for these costs.

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

The liability of the company for each repair visit is limited to the actual cash value of the Covered Vehicle, at time of Breakdown, not considering loss of value due to the Breakdown of a Covered Part. However, the total of all benefits paid or payable under this Agreement and limits of liability thereunder shall not exceed the NADA Average Trade-In Value ([www.NadaGuides.com](http://www.NadaGuides.com)). Replacement of parts and certain automotive units, such as engines, transmissions, differential assemblies, and other components, may be by the use of other than new parts. Any such parts will be covered under the terms and conditions for the remaining term and/or mileage of this Agreement as shown on the reverse hereof. Hybrid Battery replacement will be limited to a one-time replacement per the lifetime of the Agreement not to exceed three thousand (\$3,000) dollars.

#### **WAITING PERIOD**

The period specified on the **Schedule Page**. **Waiting Period** is thirty (30) days and one thousand (1,000) miles or ninety (90) days and two hundred (200) miles, whichever comes first. Thirty (30) days and one thousand (1,000) miles will be added to the **Term** of the Agreement.

#### **SUBROGATION**

You agree that **We**, after honoring a **Claim** on **Your Agreement**, have all rights of Subrogation against those who may be responsible for your mechanical **Breakdown** or **Failure**. You shall do whatever is necessary to secure such rights. You shall do nothing to prejudice such rights, and You shall execute and deliver to **Administrator** instruments and papers required to either secure or maintain such rights. All amounts recovered by You for which You were previously reimbursed under **Your Agreement** shall become **Our** property or the property of **Our** designee and shall be forwarded to the same by You, up to the total amount paid by **Us** under **Your Agreement**.

#### **TRANSFER OF AGREEMENT**

This Vehicle Service Agreement applies only to the Agreement Holder and the described Covered Vehicle listed above. This Vehicle Service Agreement, however, may be assigned or transferred at the request of an Agreement Holder to any new owner of the described Covered Vehicle while the Vehicle Service Agreement is still in force by written notification and payment to the Administrator of a \$50.00 transfer fee, and providing proof of continuation of the service requirements. Transfer to the new owner must be completed within thirty (30) days of purchase. If any portion of the manufacturer's warranty is in effect at time of transfer, the transfer of the Vehicle Service Agreement will be valid only if the manufacturer's warranty is also properly transferred. Completed forms or materials evidencing the properly executed transfer of any manufacturer's warranty coverage in effect on a Covered Vehicle must be received from the Agreement Holder in addition to a copy of the bill of sale which lists the current mileage by the Administrator before this Vehicle Service Agreement will be transferred.

#### **CANCELLATIONS**

- A. You may cancel this Agreement for any reason by contacting the Dealer/Seller or Administrator.
- B. If the Vehicle and this Agreement have been financed, the lien holder may cancel this Agreement for non-payment, or if the Vehicle has been declared a total loss or has been repossessed. The rights under this Agreement are transferred to the lien holder and the lien holder is also entitled to any refund. If the lien holder cancels this Agreement within thirty (30) days of the Agreement Purchase Date a full refund of the total Agreement Purchase Price, less any claim(s) paid will be provided. If the lien holder cancels this Agreement at any other time, a pro-rata refund of the total Agreement Purchase Price based on the unused days remaining, less claim(s) paid and less the applicable cancellation fee in the amount of fifty (\$50.00) dollars.
- C. You may cancel this Agreement within thirty (30) days of the Agreement Purchase Date, and receive a full refund of the total Agreement Purchase Price, less any claims paid. If You cancel this Agreement after thirty (30) days, You will receive a pro-rata refund of the total Agreement Purchase Price, less a cancellation fee of fifty (\$50.00) dollars. The Term of this Agreement for cancellation purposes will be based on the Vehicle Purchase Date and the Vehicle mileage on such date. Refunds will be payable to You or the lien holder, if applicable.  
In the event of Your cancellation of this Agreement, any refund owed will be paid or credited no more than thirty (30) days from the date the Obligor or Dealer/Seller receives notice of the request to cancel or sooner if required by state law.
- D. In the event the Agreement Purchase Price is being paid for through a Payment Plan (or its equivalent) any outstanding balance held by Payment Plan provider would be deducted from the refund amount due to You.
- E. All refunds will be issued through the Dealer/Seller from whom the Agreement was purchased.
- F. Administrator reserves the right to cancel this Agreement upon the occurrence of any of the following:
  - Failure by You to pay an amount when due.
  - Conviction of the Agreement Holder of a crime, which results in an increase in the service required under this Agreement.
  - Discovery of fraud or material misrepresentation by the Agreement Holder in obtaining this Agreement or in presenting a claim for service hereunder.
  - Discovery of an act or omission by the Agreement Holder, or a violation by the Agreement Holder of any condition of this Agreement, which occurred after the Agreement Purchase Date and which substantially and materially increases the service required under this Agreement, including but not limited to failure of the odometer of the Vehicle or if for any reason it does not record the actual mileage of the Vehicle after the Agreement Purchase Date and the actual mileage of the Vehicle cannot

be established to a reasonable degree of certainty, and if the **Vehicle** is used for **Commercial Use**, unless the surcharge is paid.

- A material change in the nature or extent of the required service or repair which occurs after the **Agreement** Purchase Date and which causes the required service or repair to be substantially and materially increased beyond that contemplated at the time this **Agreement** was issued or sold.
- No cancellation of this **Agreement** by the **Administrator** shall become effective until fifteen (15) days after the notice of cancellation is mailed to **You**. The **Administrator** will not charge a cancellation fee if this **Agreement** is cancelled by the **Administrator**.
- If the **Administrator** cancels this **Agreement** within 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, 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 **Our** cancellation of this **Agreement**, any refund owed will be paid or credited no more than thirty (30) days from the date of **Our** cancellation or sooner if required by state law.

### **PAYMENT PLAN PROVISIONS**

In the event the purchase price of **Your Agreement** is being paid for through a Payment Plan (or its equivalent) which is terminated for non-payment, the **Term** and mileage of this **Agreement** will be modified to reflect the portion of the **Agreement** that **You** have paid for. The modified **Term** and mileage of the **Agreement** will be calculated on a pro-rata basis by adding the time and mileage that **You** have used from the **Agreement** Purchase Date and **Vehicle** odometer mileage on the **Agreement** Purchase Date as listed on the **Schedule Page**. **You** may contact the **Administrator** toll free at [\(888\) 503-0724](tel:8885030724) to obtain the modified **Term** and mileage limits.

### **FINANCIAL AGREEMENTS**

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

### **LIMITED APPLICABILITY OF THE FEDERAL MAGNUSON MOSS WARRANTY ACT**

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

### **LIMITATION OF LIABILITY**

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

### **INSURANCE STATEMENT**

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

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

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

In California, the **Obligor** is insured under an insurance policy issued by Atlantic Specialty Insurance Company, 605 North Highway 169, Suite 800, Plymouth, MN 55441.

**IF THE OBLIGOR FAILS TO PROVIDE SERVICE OR PAY A CLAIM WITHIN SIXTY (60) DAYS AFTER YOU PROVIDE PROOF OF LOSS COVERED BY THIS AGREEMENT, OR IF THE OBLIGOR BECOMES INSOLVENT OR CEASES TO CONDUCT BUSINESS DURING THE TERM OF THIS AGREEMENT, YOU MAY SUBMIT YOUR CLAIM DIRECTLY TO THE APPLICABLE INSURER AT THE ABOVE ADDRESS FOR CONSIDERATION.**

### **DISPUTE RESOLUTION/ARBITRATION AGREEMENT AND CLASS ACTION WAIVER**

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

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

(collectively, "Claims"), shall be resolved by final and binding arbitration. "Claims" shall be given the broadest meaning possible and includes, without limitation, Claims arising under Agreement, tort, statute, regulation, rule, ordinance or other rule of law or equity, and Claims against any of **Our** or the **Administrator's** owners, shareholders, members, affiliates, subsidiaries, divisions, directors, officers, employees, representatives, agents, successors, or assigns. "Claims" does not include a statutory claim for public injunctive relief brought under any California statute enacted for a public reason, provided that **You** are a California resident or that **You** purchased **Your Agreement** in California. In arbitration, Claims are resolved by an arbitrator and not by a judge or jury. **THE PARTIES, INCLUDING YOU, WAIVE ANY RIGHT TO HAVE CLAIMS DECIDED BY A JUDGE OR JURY.** In addition, except as expressly stated in the Class Action Waiver or otherwise expressly stated herein, the arbitrator shall have exclusive authority to decide all issues related to the enforcement, applicability, scope, validity, and interpretation of this Arbitration Agreement, including but not limited to any unconscionability challenge or any other challenge that the Arbitration Agreement is void, voidable or otherwise invalid. Notwithstanding this Agreement to arbitrate, each of the Parties retains the right to seek remedies in small claims court to resolve any Claim, on an individual basis, within the jurisdiction of small claims court. You acknowledge Your understanding that all Parties hereunder are waiving their rights to go to court, except for small claims court, to resolve any Claims arising under or related to this Agreement. The Parties agree and acknowledge that the transaction evidenced by this Agreement affects interstate commerce. The Parties further agree that all issues relating to this Arbitration Agreement and Class Action Waiver, including its enforcement, scope, validity, interpretation, and implementation, will be determined pursuant to federal substantive law and the substantive and procedural provisions of the Federal Arbitration Act ("Act"), 9 U.S.C. §§ 1-16. If federal substantive law holds that state law should apply to any issue relating to this Arbitration Agreement and Class Action Waiver, then the law of the state where You purchased the Agreement shall apply, without regards to conflicts of law. **CLASS ACTION WAIVER.** All Claims must be brought solely in an individual capacity, and not as a plaintiff or class member in any purported class action, collective action, representative action, mass action, private attorney general action or action on behalf of the general public, or similar proceeding (any such action is referred to herein as a "Class Action"). **NO CLAIM WILL BE ARBITRATED ON A CLASS ACTION BASIS.** The Parties, including **You**, expressly waive any right or ability to bring, assert, maintain, or participate as a class member in any Class Action in court, arbitration, or any other forum, and the right for anyone to do so on **Your** behalf. The arbitrator may not consolidate more than one person or entity's claims, and may not otherwise preside over any Class Action. The arbitrator shall not have the authority to combine or aggregate multiple persons' or entities' Claims or discovery, to conduct a Class Action or to make an award to any person or entity not a party to the arbitration. Notwithstanding anything to the contrary, the Parties agree that the enforcement, applicability, scope, validity, and/or interpretation of this Class Action Waiver shall be decided by a court of competent jurisdiction and not by an arbitrator. If this Class Action Waiver is ruled unenforceable or is interpreted to not prevent a Class Action, then the Arbitration Agreement shall be null and void, and any Claims shall proceed in a court of law and not in arbitration. The Parties agree that if an arbitrator renders a decision regarding the enforcement, applicability, scope, validity, and/or interpretation of this Class Action Waiver, or determines that a Class Action may proceed in arbitration, then: (1) the arbitrator has exceeded his powers, pursuant to §10(a)(4) of the FAA, by taking such action; (2) either party may seek immediate review of that decision by a court of competent jurisdiction; and (3) a court of competent jurisdiction shall apply a "de novo" standard of review of that decision if such standard of review is allowed by the common law or statutes of that state. The Parties, including You, agree that if for any reason a Claim proceeds to Court, rather than arbitration, (1) the Claim will proceed solely on an individual, non-class, non-representative basis, and (2) no Party may be a class representative or class member or otherwise participate in any **Class Action**. The arbitration shall be administered by the American Arbitration Association ("AAA"). The arbitration shall be conducted pursuant to the AAA Consumer Arbitration Rules (the "Code"). Information on AAA and a copy of the Code may be found at the following number and URL: American Arbitration Association, (800) 778-7879, www.adr.org. The arbitration will be governed by federal substantive law and the substantive and procedural provisions of the Federal Arbitration Act ("Act"), 9 U.S.C. §§ 1-16. If federal substantive law holds that state law should apply to any issue relating to the arbitration, then the law of the state where **You** purchased the **Agreement** shall apply, without regards to conflicts of law. The arbitration will occur before a single, neutral arbitrator selected in accordance with the Code in effect at the time the arbitration is commenced. If **Your** total damage claims (not including attorney's fees) do not exceed \$25,000, then all Claims shall be resolved by the Code's Procedures for the Resolution of Disputes through Document Submission, except that a Party may ask for a hearing or the arbitrator may decide that a hearing is necessary. If a hearing is held, You have a right to attend the arbitration hearing in person, and **You** may choose to have any arbitration hearing held in the county in which **You** live, the closest AAA location to **Your** residence, or via telephone. In the event that the specified arbitration forum is unavailable, the Parties may agree on a substitute arbitration forum. If the Parties cannot agree, a court of competent jurisdiction may appoint a substitute arbitration forum. For information about how to initiate arbitration with the AAA, the Parties may refer to the AAA Code and forms at www.adr.org or call (800) 778-7879. If **You** initiate arbitration with AAA, **You** must pay the AAA filing fee in an amount no greater than the fee **You** would have to pay if **You** filed a complaint in federal court. **We** will pay any remaining Costs of arbitration required by the Code ("Arbitration Costs"); however, if the arbitrator determines that any of **Your** claims are frivolous, **You** shall bear all of the Arbitration Costs. If **We** initiate arbitration against **You**, **We** will pay the AAA filing fee and the Arbitration Costs. Each party will pay his/her/its own attorney's fees, as well as costs relating to proof and witnesses, regardless of who prevails, unless applicable law and/or the Code gives a party the right to recover any of those fees from the other party. An arbitration award may not be set aside except upon the limited circumstances set forth in the Federal Arbitration Act. An award in arbitration will be enforceable under the Federal Arbitration Act by any court having jurisdiction. The time for commencing an arbitration asserting any Claim shall be determined by reference to the applicable statute(s) of limitations, including the applicable rules governing the commencement of the limitations period, and a Claim in arbitration is barred to the same extent it would be barred if it were asserted in court of law or equity rather than in arbitration. If any portion of this Arbitration Agreement is deemed invalid or unenforceable, all the remaining portions of this Arbitration Agreement shall nevertheless remain valid and enforceable, provided, however, that if any portion of the Class Action Waiver is deemed invalid or unenforceable, then this Arbitration Agreement shall be invalidated and unenforceable in its entirety. In the event of a conflict or inconsistency between this Arbitration Agreement and Class Action Waiver and the other provisions of this Agreement or any other Agreement, this Arbitration Agreement and Class Action Waiver governs.

**OPT-OUT PROVISION. YOU SHALL HAVE THE RIGHT TO OPT OUT OF THIS ARBITRATION AGREEMENT AND CLASS ACTION WAIVER BY PROVIDING WRITTEN NOTICE OF YOUR INTENTION TO DO SO TO US WITHIN THIRTY (30) DAYS OF THE PURCHASE OF THIS AGREEMENT (THE DATE OF PURCHASE BEING INDICATED ON YOUR AGREEMENT).**



To opt out, You send written notice to either: (1) 100 Mall Parkway, Suite 121, Wentzville, MO 63385, Attn: Legal or (2) legal@fortegra.com, with the subject line, "Arbitration/Class Action Waiver Opt Out." You must include in Your opt out notice: (a) Your name and address; (b) the date You purchased Your Agreement; and (c) the Dealer/Seller. If You properly and timely opt out, then all Claims will be resolved in court rather than arbitration.

### **PRIVACY**

It is Our policy to respect the privacy of Our customers. For information on Our privacy practices, please review Our privacy policy at [www.meritadministration.com](http://www.meritadministration.com).

### **SPECIAL STATE REQUIREMENTS**

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

#### **ALABAMA**

**CANCELLATION, C.**, is deleted in its entirety and replaced with the following: The Agreement Holder may cancel this Agreement within thirty (30) days of the Agreement Purchase Date, and receive a full refund of the total Agreement Purchase Price, less any claims paid. The Agreement Holder may cancel this Agreement after thirty (30) days and receive a pro rata refund of the total Agreement Purchase Price based on the greater of the days in force or the miles driven compared to the total Agreement Term, less the applicable cancellation fee. A cancellation fee not to exceed twenty-five dollars (\$25) will be charged for cancellation occurring after thirty (30) days. No cancellation fee will be charged if We cancel Your Agreement. The Term of this Agreement for cancellation purposes will be based on the Vehicle Purchase Date and the Vehicle mileage on such date. Refunds issued hereunder shall be issued less the value of any services received by the Agreement Holder (including claims paid). 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. Consequential damages and Pre-existing Conditions are excluded under this Agreement. The Agreement will be governed under the laws of the State of Alabama.

#### **ALASKA**

**CANCELLATION, C.**, is deleted in its entirety and replace with the following: The Agreement Holder may cancel this Agreement within thirty (30) days of the Agreement Purchase Date, and receive a full refund of the total Agreement Purchase Price, less any claims paid. The Agreement Holder may cancel this Agreement after thirty (30) days and receive a pro rata refund of the total Agreement Purchase Price based on the greater of the days in force or the miles driven compared to the total Agreement Term, less the applicable cancellation fee. A cancellation fee not to exceed seven and one-half percent (7.5%) or twenty-five dollars (\$25), whichever is less. The cancellation fee is only applicable if You cancel the Agreement after thirty (30) days the Agreement was delivered to You. If this Agreement is cancelled, We shall refund or credit to You the prorated amount of the unearned Agreement Purchase Price, less any claims paid, within forty-five (45) days after the return of this Agreement to Us. 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.

**F. Administrator** is amended as follows: We may only cancel this Agreement for the following reasons: (1) Your nonpayment of the Agreement Purchase Price; (2) Your conviction for a crime having as one of its necessary elements an act increasing a hazard covered by this Agreement; (3) discovery of fraud or material misrepresentation made by You in obtaining the Agreement or pursuing a claim under this Agreement; (4) discovery of a grossly negligent act or omission by You that substantially increases the hazards covered by this Agreement; (5) physical changes in the Vehicle that results in the Vehicle becoming ineligible for coverage under the Agreement; or (6) a substantial breach of duties by You related to the Vehicle. If We cancel the Agreement, written notice of such cancellation will be mailed to You at least five (5) days before cancellation by Us. The notice shall state the effective date of the cancellation and the reason for cancellation. Prior notice is not required if the reason for cancellation is nonpayment of the provider fee or fraud or a material misrepresentation by You in obtaining this Agreement or by You in pursuing a claim under the Agreement.

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

**INSURANCE STATEMENT:** is amended as follows: in the event the Obligor fails to provide a covered service within thirty (30) days after the Agreement Holder notifies the Obligor of a claim, or if the Obligor becomes insolvent or ceases to conduct business during the Term of this Agreement, You may file a direct claim with the insurer as designated above. To do so, please call the following number for instructions: (800) 888-2738.

**EXCLUSIONS – 20** is amended as follows: The time limit claims reporting requirement for all coverage and their corresponding exclusions, are not applicable; thereby all references to such requirements are deleted in their entirety.

#### **ARIZONA**

Nothing in this section prevents, limits, or waives Your rights to file a complaint against Us, Auto Knight Motor Club, Inc., or seek remedy available there to, with the Arizona Department of Insurance and Financial Institutions.

**CANCELLATION, C.**, is amended as follows: The cancellation fee shall not exceed the lesser of ten percent (10%) of the unearned Agreement pro-rata purchase price, as stated on the Schedule Page or fifty dollars (\$50.00). You may cancel this Agreement by submitting a written request 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 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** 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 or no more than ten percent (10%) of the gross amount paid by **You** for this **Agreement**. **F. Administrator** is amended as follows: **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 workman like manner, (2) A **Breakdown** that existed prior to the **Agreement** Purchase Date, (3) prior use or unlawful acts relating to the **Vehicle**, (4) **Our** misrepresentation, and (5) ineligibility of the **Vehicle** for coverage. Consequential damages are excluded under this **Agreement**. We may not exclude a **Pre-Existing Condition** if such conditions were known or should reasonably have been known by Us or the person selling the **Agreement** on our behalf.

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 **CANCELLATION** section is amended as follow: **Claims paid will not be deducted from Your cancellation refund amount. Arbitration clause is non-binding and voluntary.**

### CALIFORNIA

**DEFINITION OF PRE-EXISTING CONDITIONS** is amended as follows: a condition that existed prior to the **Agreement** Purchase Date.

**CANCELLATION, C.**, is amended as follows: **You** may cancel this **Agreement** by submitting a written request to the **Dealer/Seller** 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 (\$25.00), whichever is less.

**F. Administrator** 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** 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/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.

**DISPUTE RESOLUTION/ARBITRATION 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 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. Auto Knight Motor Club, Inc. 10751 Deerwood Park Blvd., Bldg. Ste. 200, Jacksonville, FL 32256 (800) 888-2738 (CA Lic.: 0F82046). If any promise made in the **Agreement** has been denied or has not been honored within sixty (60) days after **Your** request, **You** may contact the California Department of Insurance at (800) 927-4357 or access the department's Internet Web site ([www.insurance.ca.gov](http://www.insurance.ca.gov)).

### COLORADO

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

### CONNECTICUT

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

**CANCELLATION, C.**, is amended as follows: This **Agreement** may be cancelled by **You** at any time for any reason by submitting a written request to the **Administrator** or **Dealer/Seller** containing a copy of **Your Agreement**. **You** may pursue arbitration to settle disputes between **You** and the **Administrator**. A written complaint containing a description of the dispute, the purchase or lease price of the **Vehicle**, the cost of repair of the **Vehicle** and a copy of **Your Agreement** may be mailed to: State of Connecticut, Insurance Department, P.O. Box 816, Hartford, CT 06142-0816, Attention: Consumer Affairs Division. **We do not offer in-home service for Your Vehicle.**

### FLORIDA

**CANCELLATION, A., B., & C.**, are deleted in their entirety and replaced with the following: **You** may cancel this **Agreement** by submitting a written request to the **Administrator** or **Dealer/Seller** containing a copy of **Your Agreement**. During the first sixty (60) 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 sixty (60) days from the **Agreement** Purchase Date, **We** or the **Dealer/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. 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 **Agreement** Purchase Price or if **You** have failed to maintain the covered parts as prescribed by the manufacturer. If **We** cancel this **Agreement**, **We** or the **Dealer/Seller** will refund **You** one hundred percent (100%) of the **Agreement** Purchase Price, less any claims paid on **Your Agreement**. If **We** cancel this **Agreement** for non-payment of the

Agreement Purchase Price by **You**, **We** shall provide **You** notice of cancellation by certified mail. If **Your Agreement** is financed, the lien holder has the right to receive any portion of the cancellation refund amounts. If **Your covered Vehicle** is repossessed, stolen or declared a total loss, **You** authorize the Lienholder to cancel this **Agreement**. The lien holder, if any, will be named on a cancellation refund check as their interest may appear. **A forty dollars (\$40) transfer fee is applicable.**

**DISPUTE RESOLUTION/ARBITRATION AND CLASS ACTION WAIVER** section is amended to add the following: Arbitration proceedings shall be conducted in the county in which the consumer resides. **The Agreement Purchase Price charged for this Agreement is not subject to regulation by the FL Office of Insurance Regulation.**

#### **GEORGIA**

**CANCELLATION, C.**, is amended to read as follows: If **You** cancel the **Agreement** within thirty (30) days of the **Agreement** Purchase Date, the cancellation fee will not be charged. A ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within forty-five (45) days of the return of this **Agreement** to **Us**. If cancelled after thirty (30) days, the cancellation fee will be fifty dollars (\$50) or ten percent (10%) of the pro rata refund amount, whichever is less. If **You** cancel this **Agreement** and have not received a refund from **Us** or the **Administrator** within sixty (60) days of such cancellation, **You** may contact the Insurance Company identified in the **INSURANCE STATEMENT**. In the event of cancellation, **You** will not be charged for claims paid or repair service fees.

**F. Administrator** is amended as follows: **We** may cancel this **Agreement** for non-payment of the **Agreement** Purchase Price or for material misrepresentation, or for fraud and no cancellation fee will be charged. The cancellation shall be in writing and shall not be less than thirty (30) days from the date of mailing or delivery in person of such notice of cancellation. If this **Agreement** is cancelled after 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 great of the days in force or the miles driven based on the **Term** of the plan selected and the **Agreement** Purchase Date. 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.

#### **EXCLUSIONS –**

- **5. Is amended to read as follows: YOUR ODOMETER MUST FUNCTION AND DISPLAY AT ALL TIMES. A NON-WORKING DISPLAY OR CLUSTER CONTAINING THE ODOMETER, OR ODOMETER THAT HAS BEEN STOPPED, ALTERED OR MISREPRESENTS THE ACTUAL MILEAGE SUBSEQUENT TO THE PURCHASE OF THIS AGREEMENT WILL RESULT IN DENIAL OF COVERAGE UNDER THIS AGREEMENT.**
- **7. is amended to read as follows: MISUSE OR ABUSE: SUBSEQUENT TO THE PURCHASE OF THIS AGREEMENT, NEGLIGENCE, MODIFICATION, ALTERATION, TAMPERING, DISCONNECTION, IMPROPER ADJUSTMENTS OR REPAIRS, INSTALLATION OF PARTS NOT EQUIVALENT IN QUALITY AND DESIGN TO PARTS SUPPLIED BY MANUFACTURER OR ADD ON PARTS.**
- **9. The word “SLUDGE” is removed.**
- **22. Is amended to read as follows: ANY FAILURE OR CLAIM CAUSED BY A CONDITION THAT EXISTED, AND KNOWN BY YOU, PRIOR TO THE PURCHASE OF THIS AGREEMENT.**
- **25. is amended to read as follows: DIAGNOSTIC FEES FOR NONCOVERED REPAIRS AND ANY ADDITIONAL FEES, SHOP SUPPLIES, FREIGHT.**
- **26. Is amended as follows: COST ASSOCIATED WITH TEARDOWNS FOR NONCOVERED REPAIRS.**

**WAITING PERIOD**, the waiting period will be thirty (30) days and one thousand (1,000) miles.

**DISPUTE RESOLUTION/ARBITRATION AND CLASS ACTION WAIVER** provision is deleted in its entirety. Arbitration does not apply in Georgia. The **OPT-OUT PROVISION** only applies to the **CLASS ACTION WAIVER**. The funding party and lienholder may only cancel for nonpayment in the event of a total loss or repossession of the **Vehicle**.

#### **HAWAII**

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

**F. Administrator** 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 reason for cancellation. A notice will not be provided if cancellation is for non-payment, material misrepresentation, or a substantial breach of duties by **You** relating to the **Vehicle** or its use.

#### **IDAHO**

**CANCELLATION, C.**, is amended as follows: Claims paid will not be deducted from **Your** cancellation refund amount.

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 file a claim. Failure to obtain prior authorization from **Us** prior to the performance of a repair will not invalidate a covered claim if **You** show that it was not reasonably possible to do so. Coverage afforded under this **Agreement** is not guaranteed by the Idaho Insurance Guarantee Association.

#### **ILLINOIS**

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

#### **INDIANA**

**Your** proof of payment to the **Dealer/Seller** for this **Agreement** shall be considered proof of payment. This **Agreement** is not insurance and is not subject to Indiana insurance law.

**INSURANCE STATEMENT** is amended as follows: Obligations of the **Obligor** under this **Agreement** are insured under a reimbursement insurance policy. If the **Obligor** fails to pay or provide service on a claim or provide a refund within sixty (60) days

after proof of loss has been filed, the **Agreement** Holder is entitled to make a claim directly against the insurance company referenced in the **INSURANCE STATEMENT** section.

#### **IOWA**

**CANCELLATION, C.**, is amended to include the following: If cancelled after the first thirty (30) days, the cancellation fee for cancellation by **You** 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**.

**F. Administrator** section is amended as follows: If **We** cancel this **Agreement**, written notice of such cancellation will be mailed to **You** at least fifteen (15) days prior to the date of cancellation. In the event of cancellation by the **Obligor**, notice of cancellation will state the effective date of cancellation and the reason for the cancellation. Iowa residents 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 the applicable provisions of the Iowa Consumer Credit Code, Chapter 537.

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

#### **KENTUCKY**

Transfer fee and Cancellation fee are not applicable.

#### **LOUISIANA**

**CANCELLATION, C.**, is amended as follows: If **You** have requested cancellation within the first thirty (30) days, a full refund, less a fifty dollar (\$50) cancellation fee, shall be issued. 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 this **Agreement** to **Us**.

**F. Administrator** 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 for, non-payment of the **Agreement** Purchase Price, 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 CONTRACT AND CLASS ACTION WAIVER** section is voluntary and non-binding. 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.

#### **MAINE**

**CANCELLATION, C.**, is deleted and replaced with the following: The **Agreement** Holder may cancel this **Agreement** within the first thirty (30) days of the **Agreement** Purchase Date, and receive a full refund of the total **Agreement** Purchase Price plus any applicable sales tax, less any claims paid. The **Agreement** Holder may cancel this **Agreement** after thirty (30) days and receive a pro rata refund of the total **Agreement** Purchase Price based on the greater of the days in force or the miles driven compared to the total **Agreement** Term, less the applicable cancellation fee 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. Refunds issued hereunder shall be issued less the value of any services received by the **Agreement** Holder, (including claims paid). If a refund is owed, the refund will be paid or credited within thirty (30) days from the date the **Obligor** or **Dealer/Seller** receives notice of the request to cancel from 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 this **Agreement** to **Us**.

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

**EXCLUSIONS** – is amended to include the following: Consequential damages and **Pre-Existing Conditions** are not covered under this **Agreement**.

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

#### **MARYLAND**

**CANCELLATION, C.**, is amended as follows: If **You** are the original **Agreement** Holder and **You** cancel this **Agreement** within thirty (30) days of the original **Agreement** Purchase Date, a full refund will be issued, less any claims paid. If **You** cancel this **Agreement** after thirty (30) days, **You** will 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. 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. Refunds hereunder shall be issued less the value of any services received by the **Agreement** Holder (including claims paid). 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**. A ten percent (10%) penalty per month of the **Agreement** Purchase Price shall be added to a

refund that is not paid within forty-five (45) days of return of this **Agreement to Us**. If a refund is owed, the refund will be paid or credited within thirty (30) days from the date the **Obligor** or **Dealer/Seller** receive notice of cancellation from the **Agreement Holder**.

**F. Administrator** 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; or a change in the condition of the risk that results in an increase in the hazard insured against;
- 3) for non-payment of premium; or
- 4) due to the revocation or suspension of the driver's license or motor vehicle registration of the named insured or covered driver under the policy and for reasons related to the driving record of the named insured or covered driver.

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

**DISPUTE RESOLUTION/ARBITRATION CONTRACT AND CLASS ACTION WAIVER** does not apply in Maryland. The Transfer Fee does not apply in Maryland. The cost of tear down and diagnostics are included with loss covered by this **Agreement**.

**INSURANCE STATEMENT** is amended as follows: **You** may file a direct claim with the insurance company listed in the **INSURANCE STATEMENT** section if **We** fail to pay any claim or make any refund or consideration due within sixty (60) days after the proof is filed with the **Us**. To do so, please call the following toll-free number for instructions: (800) 888-2738. This **Agreement** is extended automatically when the **Obligor** fails to perform the services under the **Agreement**. The **Agreement** does not terminate until the services are provided in accordance with the terms of the **Agreement**.

### **MASSACHUSETTS**

**CANCELLATION, C.**, is amended as follows: If **You** are the original **Agreement Holder** and **You** cancel this **Agreement** within thirty (30) days of the **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. The **Obligor** of this **Agreement** is the **Dealer/Seller** listed on the **Schedule Page**.

### **MINNESOTA**

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

**F. Administrator** is amended as follows: If **We** cancel the **Agreement**, written notice of such cancellation will be mailed to **You** not less than thirty (30) days prior to the effective date of such cancellation and will state the reason for cancellation; ten (10) days written notice will be mailed to **You** for non-payment of the **Agreement Purchase Price**, material misrepresentation, or substantial breach of duties by the **Agreement Holder** relating to the covered product or its use. If **We** cancel this **Agreement** within the first thirty (30) days of the **Agreement Purchase Date**, a full refund of the **Agreement Purchase Price** will be issued, less any claims paid. After thirty (30) days, a pro rata refund of the total **Agreement Purchase Price** based on the greater of the days in force or the miles driven compared to the total **Agreement Term** will be issued less the amount of any claims paid. This **Agreement** is not supported by a manufacturer or distributor.

#### **IMPORTANT NOTICE ABOUT YOUR COVERAGE:**

- 1.) This **Agreement** includes a binding Arbitration Agreement.
- 2.) The Arbitration Agreement requires that any dispute related to **Your** coverage must be resolved by Arbitration and not in a court of law.
- 3.) The results of the Arbitration are final and binding on **You** and **Us**.
- 4.) In an Arbitration, one or more arbitrators, who are independent, neutral decision makers, render a decision after hearing the positions of the parties.
- 5.) When **You** become a **Agreement holder** under this **Agreement**, **You** must resolve any dispute related to the **Agreement** by binding arbitration instead of a trial in court, including a trial by jury.
- 6.) Binding arbitration generally takes the place of resolving disputes by a judge and jury.
- 7.) Should **You** need additional information regarding the binding arbitration provision in the **Agreement**, **You** may contact Our toll-free assistance line at (844) 870- 4881.

### **MISSOURI**

**CANCELLATION, C.**, is amended as follows: If the **Agreement Holder** cancels within thirty (30) days of the **Agreement Purchase Date**, and a claim has been made, a full refund of the total **Agreement Purchase Price** will be made less any claims that have been paid. 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 this **Agreement**, a written notice of such cancellation shall be delivered to the **Agreement Holder** by registered mail within forty-five (45) days of the date of termination. Upon **Our** receipt of **Your** cancellation request, an acknowledgement of said cancellation request will be mailed to **You** within forty-five (45) days. Upon **Our** receipt of a refund request, a refund will be issued in a timely manner. A 10% penalty of the amount outstanding per month will be added if refund is not paid within forty-five (45) days of return of the **Agreement to Us**. Consequential damages and **Pre-existing Conditions** are excluded under this **Agreement**. If an emergency repair is needed when **Our** claims office is closed and prior authorization for the repair cannot be obtained, **You** should proceed with the claim procedure and contact **Us** for the reimbursement consideration instructions on the next business day.

## **NEBRASKA**

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

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

## **NEVADA**

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

**CANCELLATION, C.**, is deleted in its entirety and replaced with the following: **You** may cancel this **Agreement** by submitting a written request to the **Administrator** or **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**.

**F. Administrator** 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 **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** will not be initially issued to any vehicle whose original warranty has ever been voided by the manufacturer. However, if this **Agreement** has already been issued and the manufacturer's warranty becomes void during the **Term** of this **Agreement**, **We** will not automatically suspend all coverage. **We** will not provide any coverage that would have otherwise been provided under the manufacturer's warranty. However, **We** will continue to provide any other coverage under this **Agreement**, unless such coverage is otherwise excluded by the terms of this **Agreement**. This **Agreement** is non-renewable. If **You** are not satisfied with the manner in which **We** are handling the claim on the **Agreement**, **You** may contact the Nevada Commissioner by use of the toll-free telephone number: (888) 872-3234 or <http://doi.nv.gov/>.

**TRANSFER OF AGREEMENT** is amended as follows: Transfer fee is twenty-five (\$25) dollars.

## **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.

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

## **NEW JERSEY**

**CANCELLATION, C.**, is amended as follows: If **You** are the original **Agreement** Holder and **You** cancel this **Agreement** within thirty (30) days of the original **Agreement** Purchase Date, **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.

**F. Administrator** 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 cancelled due to non-payment by **You** of the **Agreement** Purchase Price; a material misrepresentation by **You** to **Us**; or substantial breach of duties by **You** relating to the **Vehicle** or its use.

## **NEW MEXICO**

**CANCELLATION, C.**, is amended as follows: If the **Agreement** Holder's refund is not returned within sixty (60) days of return of this **Agreement** to **Us**, a ten percent (10%) penalty of the purchase price, for each thirty (30) day period or portion thereof that the refund remains unpaid will be added to the refund. If the **Agreement** Holder cancels this **Agreement** thirty (30) days after the **Agreement** Purchase Date, a refund of 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, and less any claims paid. The right to void this **Agreement** is not transferable and applies to only the original **Agreement** Holder.

**F. Administrator** 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** of one (1) year after the **Agreement** Purchase Date, whichever occurs first, except on any of the following grounds:

- (a) **You** fail to pay an amount when due;
- (b) **You** are convicted of a crime that results in an increase in the service required under the **Agreement**;
- (c) **We** discover that fraud was committed or there was a material misrepresentation by **You** in obtaining the **Agreement**, or in presenting a claim for payment;
- (d) **We** discover an act or omission by **You** or a violation by **You** of any condition of the **Agreement** that occurred after the effective date of the **Agreement** that substantially and materially increased the service required under the **Agreement**.

**We** will mail a cancellation notice to **You** at least fifteen (15) days prior to the cancellation effective date.

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

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

**INSURANCE STATEMENT** is amended as follows: Obligations of the **Obligor** under this **Agreement** are guaranteed under a service contract 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.

#### NORTH CAROLINA

**CANCELLATION** 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.

**F. Administrator** is amended as follows: **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 INSURANCE AND IS NOT SUBJECT TO THE INSURANCE LAWS OF THIS STATE.**

**CANCELLATION, C.**, is amended as follows: In the event **You** cancel this **Agreement** and no refund is received, **You** may contact the insurance company listed in the **INSURANCE STATEMENT** section of this **Agreement** for **Your** refund.

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

#### OKLAHOMA

This **Agreement** is not issued by the manufacturer or wholesale company marketing the product. This warranty will not be honored by such manufacturer or wholesale company. The coverage afforded under this **Agreement** is not guaranteed by the Oklahoma Insurance Guaranty Association. Oklahoma Service Warranty Statutes do not apply to commercial use references in Service Warranty Contracts. Merit Administration is a licensed Service Warranty Association in the state of Oklahoma, Oklahoma Identification Number: [XXX].

**CANCELLATION, C.**, 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. **F. Administrator** is amended as follows: 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**.

**DISPUTE RESOLUTION/ARBITRATION CONTRACT AND CLASS ACTION WAIVER** 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.

**DISPUTE RESOLUTION/ARBITRATION CONTRACT AND CLASS ACTION WAIVER** does not apply in Oregon. If an emergency repair must be performed outside of normal business hours, **You** may contact the **Administrator** during normal business hours to seek reimbursement of a covered claim. **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.

#### RHODE ISLAND

Section 31-5.4 of Rhode Island General Business Law requires an automobile dealer to provide a warranty covering certain classes of used motor vehicles as follows: Used vehicles with 36,000 miles or less at the time of sale; Provides coverage for ninety (90) days or 4,000 miles, whichever occurs first. Used vehicles with more than 36,000 miles but less than 100,000 miles at time of sale; Provides coverage for thirty (30) days or 1,000 miles, whichever occurs first. The **Vehicle** **You** have purchased may be covered by this law. If so, the following is added to this **Agreement**: In addition to the dealer warranty required by this law, **You** have elected to purchase this **Agreement**, which may provide **You** with additional protection during the dealer warranty period and provides protection after the dealer warranty has expired. **You** have been charged separately only for this **Agreement**. The required dealer

warranty is provided free of charge. Furthermore, the Definitions, Coverages and Exclusions stated in this **Agreement** apply only to this **Agreement** and are not the terms of the required dealer warranty.

### **SOUTH CAROLINA**

If **You** have any questions regarding this **Agreement**, or a complaint against **Us**, **You** may contact the South Carolina Department of Insurance, Capital Center, 1201 Main Street, Ste. 1000, Columbia, SC 29202-3105, (800) 768-3467.

**CANCELLATION, C.**, is amended to include the following: A ten (10) percent 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**.

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

### **TEXAS**

**CANCELLATION, C.**, is deleted in its entirety and replaced with the following: If the **Agreement** Holder cancels this **Agreement** before the thirty-first (31) day of the **Agreement** Purchase Date, the **Agreement** Holder will receive a full refund of the total **Agreement** Purchase Price. If a claim has been incurred before the thirty-first (31) day, the **Agreement** Holder shall receive a full refund of the **Agreement** Purchase Price less claims paid. If the **Agreement** Holder cancels this **Agreement** after the thirty-first (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 claims paid and 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 **Dealer/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 this **Agreement** to **Us**.

**F. Administrator** 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 (5<sup>th</sup>) day preceding the effective date of cancellation. The notice will state the effective date of cancellation and reason for cancellation. If a covered claim is not paid or a refund not provided within forty-five (45) days after **You** have filed proof of loss with **Us**, **You** may contact or file a claim directly with the insurance company listed in the **INSURANCE STATEMENT** section of this **Agreement**. If **You** have any questions regarding the regulation of this **Agreement** or a complaint against **Us**, **You** may contact the Texas Department of Licensing and Regulation, 920 Colorado, Austin, Texas 78701, or P.O. Box 12157, Austin, Texas 78711, (800) 803-9202. Our service contract provider license number is: [XXX].

### **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.

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

**INSURANCE STATEMENT** is amended as follows: In the event the **Obligor** fails to pay a 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 in the **INSURANCE STATEMENT** section. To do so, please call the following number for instructions: (800) 888-2738.

**DISPUTE RESOLUTION/ARBITRATION CONTRACT AND CLASS ACTION WAIVER** is amended as follows: Any matter in dispute between consumer and **Obligor** may be subject to arbitration as an alternative to court action pursuant to the rules of (The American Arbitration Association or other recognized arbitrator), a copy of which is available on request from **Obligor**. Any decision reached by arbitration shall be binding upon both consumer and **Obligor**. The arbitration award may include attorney's fees, if allowed by state law, and may be entered as a judgment in any court of proper jurisdiction. The arbitrator shall be prohibited from 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, F.**, is amended as follows: **We** may only cancel this **Agreement** for fraud or material misrepresentation affecting the **Agreement** or the presentation of a claim there under, non-payment of the **Agreement** Purchase Price, or violation of any terms or conditions of the **Agreement**. 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 [www.vdacs.virginia.gov/food-extended-service-contract-providers.shtml](http://www.vdacs.virginia.gov/food-extended-service-contract-providers.shtml) to file a complaint.



#### WASHINGTON

**CANCELLATION, C.**, is deleted in its entirety and replaced with the following: How **You** May Cancel This **Agreement**: **You** may cancel this **Agreement** by surrendering **Your** copy of this **Agreement** with written notice to the **Dealer/Seller** or directly to **Us**. Written notice shall contain an odometer statement indicating the odometer reading at the date of the request of 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 **Dealer/Seller** or to **Us**. If this **Agreement** is canceled after the first thirty (30) days or a claim has been filed, **We** will refund the unearned **Agreement** Purchase Price to **You** calculated on a pro rata basis. The refund will be equal to the lesser amount produced using either the number of days the **Agreement** was in force or the number of miles the **Vehicle** was driven prior to cancellation, less a cancellation fee of twenty-five dollars (\$25). Claims paid will not be deducted from **Your** cancellation refund amount. If a refund is owed, the refund will be paid or credited within thirty (30) days from the date the **Obligor** or **Dealer/Seller** receive notice of cancellation from the **Agreement** Holder. In the event of cancellation, the lienholder identified on the **Schedule Page**, if any, will be named on a cancellation refund check as its interest may appear. If the **Vehicle** and this **Agreement** have been financed, the lienholder shown on the **Schedule Page** may cancel this **Agreement** for non-payment or if the **Vehicle** is declared a total loss or is repossessed. This right of cancellation does not confer ownership of this **Agreement** to the lienholder or otherwise entitle the lienholder to performance under this **Agreement**.

**F. Administrator** 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 Price, 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** cancel this **Agreement** and a refund is owed, the refund will be paid or credited within thirty (30) days from the effective date of the cancellation.

**INSURANCE STATEMENT** is amended as follows: **Our** performance under this **Agreement** is insured by an insurance policy issued to **Us** by the insurance company listed in the **INSURANCE STATEMENT** section. Policy Number is: MAWA. If **You** cancel this **Agreement**, **You** may apply for a refund with the insurance company. The warranty of merchantability on the **Vehicle** is not waived if the **Agreement** was purchased within ninety (90) days of the purchase date of the **Vehicle**, and the provider or the service contract seller also sold the **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 CONTRACT AND CLASS ACTION WAIVER** section is amended as follows: The Insurance Commissioner of Washington is the Service Provider's attorney to receive service of process in any action, suit or proceeding in any court, and the state of Washington has jurisdiction of any civil action in connection with this **Agreement**. Arbitration proceedings shall be held at a location in close proximity to the **Agreement** Holder's permanent residence.

#### WASHINGTON D.C.

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

**F. Administrator** is amended as follows: In the event of cancellation by the **Obligor**, the notice of cancellation will include the effective date of, and reason for, the cancellation. This **Agreement** is amended to include: At the sole discretion of the **Administrator**, replacement may be made with new, remanufactured, non-OEM or used parts, which are of a like kind and quality comparable with the original design specifications and wear tolerances of **Your Vehicle**.

#### WEST VIRGINIA

**CANCELLATION, C.**, 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 the **INSURANCE SETTLEMENT** section of this **Agreement**.

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

#### WISCONSIN

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

**CANCELLATION, C.**, is deleted in its entirety and replaced with the following: **You** 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, less any claims paid or made. 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 lesser 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**.

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

Coverage for stolen key(s) and/or remote(s) is not available in Wisconsin.

#### **WYOMING**

**CANCELLATION, C.**, is amended to add the following: If a full refund is due **You** under this **Agreement**, 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**.

**F. Administrator** is amended as follows: **We** shall mail written notice to **You** at **Your** last known address 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 CONTRACT AND CLASS ACTION WAIVER** is deleted in its entirety.