

THE FOLLOWING INFORMATION CONTAINS A FULL EXPLANATION OF YOUR CONTRACT TERMS FOR T/C DRBT0919 INCLUDING PROVISIONS DETAILING HOW TO MAKE A CLAIM (INCLUDING OBTAINING PRIOR AUTHORIZATION), YOUR RESPONSIBILITIES, ARBITRATION, COVERAGE, EXCLUSIONS FROM COVERAGE, CANCELLATION, AND STATE AMENDMENTS. YOU MAY CALL CUSTOMER SERVICE AT 1-800-327-5172 TO PRESENT INQUIRIES, OBTAIN COVERAGE INFORMATION OR TO PROVIDE FEEDBACK.

PARTIES TO THIS SERVICE CONTRACT: The following **BOLD** print appearing throughout this Service Contract has the following meanings: **"YOU"**, **"YOUR"**, **"MY"** and **"I"** mean the customer named as Service Contract Holder on the front of this Service Contract. **"WE"**, **"US"** and **"OUR"** refer to Fidelity Warranty Services, Inc. ("FWS"), the obligor of this Service Contract. This is not an insurance policy, a warranty, or a guaranty.

SERVICE CONTRACT PERIOD: Coverage under this Service Contract begins on the SERVICE CONTRACT PURCHASE DATE shown on the front of this Service Contract and expires according to the **TERM** selected.

DELUXE COVERAGE: Coverage under this Service Contract is limited to the repair, or if not repairable, the replacement of a damaged tire or wheel, provided the tire or wheel damage is caused by a Road Hazard. Coverage does not apply to tires with the lowest tread depth measurement of 2/32nds or less. Road Hazard is defined as debris on the road surface or road surface conditions such as potholes, cracks and breaks. In the event of Road Hazard damage, bring **YOUR** vehicle to **YOUR** Selling Dealer. If the tire can be safely repaired, as determined by the repair facility, **WE** will pay for or reimburse **YOU** for the repair. Unrepairable tires will be replaced with a comparable new tire, as determined by **US**. Coverage is limited to the original set of tires and wheels on the vehicle at the time of purchase and comparable new replacement tires or wheels, and is not transferable to any other vehicle. Wheel replacement applies only when or if the wheel cannot be balanced, will not hold air, or the damage has affected the structural integrity of the wheel. The maximum lifetime benefit for the duration of the Service Contract is \$5,000.

PREMIUM COVERAGE: Includes **DELUXE COVERAGE** plus Cosmetic Damage repair to an alloy or steel wheel. Cosmetic Damage is defined as anything that alters the normal condition of the wheel/rim and is limited to factory or comparable new replacement wheels. Cosmetic Damage will not result in wheel/rim re-manufacturing or replacement, unless upon inspection, damage is too severe and the structural integrity of the wheel/rim has been jeopardized.

SUPERIOR COVERAGE: Includes **DELUXE COVERAGE** and **PREMIUM COVERAGE** plus:

Paintless Dent Removal ("PDR"): provides coverage for unlimited removal of certain dents and creases from the covered vehicle. Each PDR repair covers the removal of any dents and creases that do not exceed 3.35" x 2" (approximately the size of a traditional credit card) within an area located on a single panel of the covered vehicle.

Interior Repair Coverage: provides coverage for unlimited repair of damage to the vehicle's interior cabin area seats, carpet, leather, vinyl and cloth surfaces, the steering wheel, armrests, door panels, headliner, center console and cargo area including rips, burns, tears, holes, punctures and scratches from damage up to 2" in length or diameter. Interior Repair coverage may not be covered in all states. Please see state amendments for eligibility.

Windshield Repair Coverage: provides coverage for the repair of the windshield caused by small propelled rocks, stones or other propelled road debris. Windshield Repair Coverage may not be covered in all states. Please see state amendments for eligibility.

SUPERIOR PLUS COVERAGE: Includes **DELUXE COVERAGE**, **PREMIUM COVERAGE** and **SUPERIOR COVERAGE** plus:

Windshield Replacement Coverage: if the windshield is not repairable, provides replacement of the windshield, caused by small propelled rocks, stones or other propelled road debris. Coverage is also inclusive of the calibration to the ADAS (Advance Driver Assistance System). Maximum lifetime aggregate windshield benefit is \$2,500. Windshield Replacement Coverage may not be covered in all states. Please see state amendments for eligibility.

THE MAXIMUM LIFETIME BENEFIT OF \$5,000 AS MENTIONED IN DELUXE COVERAGE IS NOT APPLICABLE TO PREMIUM COVERAGE, SUPERIOR COVERAGE, OR SUPERIOR PLUS COVERAGE.

IF NO COVERAGE IS SELECTED ON THE FRONT PAGE OF THIS SERVICE CONTRACT, THE DEFAULT COVERAGE WILL BE SUPERIOR PLUS COVERAGE.

IN STATES WHERE WINDSHIELD REPLACEMENT COVERAGE IS NOT AVAILABLE, THE DEFAULT COVERAGE WILL BE SUPERIOR COVERAGE, IF NO COVERAGE IS SELECTED ON THE FRONT PAGE OF THIS SERVICE CONTRACT. Please see state amendments for eligibility.

ALTERNATE TRANSPORTATION: In the event **YOUR** covered vehicle cannot be repaired within the same day, **WE** will reimburse **YOU** up to a maximum of \$50 per day for one (1) day for the cost of alternate transportation incurred if required for a covered repair. **ALTERNATE TRANSPORTATION** coverage includes reimbursement for public transportation, rental car services or rideshare service using a legal business entity. **YOU** are responsible for obtaining a rental car or rideshare service from a licensed rental car agency, authorized dealer or an authorized rideshare service provider. **ALTERNATE TRANSPORTATION** COVERAGE IS NOT PROVIDED FOR PARTS DELAY, SHOP SCHEDULING OR FOR WORK NOT COVERED BY THIS SERVICE CONTRACT. YOU MUST RECEIVE PRIOR AUTHORIZATION FOR **ALTERNATE TRANSPORTATION**. REIMBURSEMENT IS LIMITED TO DOWNTIME REPAIRS AND ENDS AFTER ONE (1) DAY.

TOWING AND ROADSIDE ASSISTANCE REIMBURSEMENT: **WE** will reimburse **YOU** up to \$50 per occurrence, for towing and /or roadside assistance expenses incurred from a towing or licensed repair facility, in connection with a covered tire and/or wheel.

YOUR RESPONSIBILITIES: 1.) OBTAIN PRIOR AUTHORIZATION FROM FWS BEFORE UNDERGOING ANY REPAIRS OR REPLACEMENTS UNDER THIS SERVICE CONTRACT. CALL 1-800-327-5172 DURING NORMAL BUSINESS HOURS FOR INSTRUCTIONS AND AUTHORIZATION; 2.) MAINTAIN PROPER TIRE INFLATION AS RECOMMENDED BY THE MANUFACTURER'S SPECIFICATIONS FOR YOUR DRIVING AND LOAD CONDITIONS; AND 3.) HAVE YOUR TIRES ROTATED, BALANCED, AND INSPECTED FOR WEAR

REGULARLY TO MAXIMIZE TREAD LIFE AND HELP MAINTAIN SAFE OPERATION OF YOUR VEHICLE. FAILURE TO COMPLY WITH THE RESPONSIBILITIES LISTED WITHIN MAY RESULT IN THE DENIAL OF YOUR CLAIM. IF YOU HAVE QUESTIONS WHICH CANNOT BE ANSWERED BY YOUR SELLING DEALER, PLEASE CONTACT FWS.

PRIOR AUTHORIZATION/HOW TO MAKE A CLAIM: When coverage under the Service Contract is required, return **YOUR** vehicle to the Selling Dealer or an authorized dealership. If **YOU** cannot return **YOUR** vehicle to the Selling Dealer or an authorized dealership, **YOU** must call the telephone number(s) listed below, depending on the type of claim **YOU** have, during normal business hours to receive instructions and prior authorization. In the event of an emergency situation that occurs and FWS cannot be reached, **YOU** may proceed, but payment will be in accordance with the other provisions of this Service Contract. Submit all receipts pertaining to the claims, along with a copy of this Service Contract to: FWS, P.O. Box 8567, Deerfield Beach, Florida 33443. If **YOU** do not follow FWS' instructions, **WE** are not obligated to reimburse **YOU**. FWS reserves the right to inspect any tire, wheel, and/or vehicle before authorization.

YOU must telephone 1-844-809-1800 for any claims pertaining to Paintless Dent Removal ("PDR"), Interior Repair Coverage, Windshield Repair Coverage, and Windshield Replacement Coverage.

YOU must telephone 1-800-327-5172 for any other claim covered by this Service Contract.

TRANSFER: YOU may transfer this Service Contract to another owner, but not to another vehicle. To transfer this Service Contract, YOU must mail the following three (3) items to FWS within thirty (30) days of transfer of vehicle ownership: (1) a completed Transfer Form (or a letter containing the name and address of the new owner and YOUR authorization to transfer); (2) a legible copy of the front page of this Service Contract; and (3) a check for \$40 payable to FWS, for the transfer fee. This Service Contract may not be transferred to any entity in the business of selling or leasing motor vehicles.

CANCELLATION: This Service Contract may be cancelled by **YOU** at any time during the **SERVICE CONTRACT PERIOD**. To cancel this Service Contract, contact **YOUR** Selling Dealer or FWS in writing for instructions. If **YOU** cancel during the first thirty (30) days, a one hundred percent (100%) refund of the SERVICE CONTRACT PURCHASE PRICE will be made. If **YOU** cancel after thirty (30) days but within sixty (60) days, a one hundred percent (100%) refund of the SERVICE CONTRACT PURCHASE PRICE will be made, less an administration fee of \$25 that FWS will charge and retain. If **YOU** cancel after sixty (60) days, a Pro-Rata refund of the SERVICE CONTRACT PURCHASE PRICE will be made based upon the time expired from the SERVICE CONTRACT PURCHASE DATE less an administration fee of \$25 that FWS will charge and retain. In the event of cancellation, **YOU** authorize the LIENHOLDER to receive any refund amounts. Upon **OUR** receipt of notification of a total loss or repossession, the Service Contract will be terminated, and all rights and interests to cancel and obtain a refund under the Service Contract will immediately transfer to the LIENHOLDER and the LIENHOLDER will be named sole payee for any refund amounts. The Service Contract is non-cancellable by **US** except by fraud by **YOU**, material misrepresentation by **YOU**, or failure by **YOU** to pay the SERVICE CONTRACT PURCHASE PRICE. If **WE** cancel during the first sixty (60) days, **WE** will refund one hundred (100%) of the SERVICE CONTRACT PURCHASE PRICE. If **WE** cancel after sixty (60) days, refunds will be calculated according to the Pro-Rata method. No administration fee will be charged if this service contract is cancelled by **US**.

OUR OPTIONS: FWS will pay the repair facility directly or reimburse **YOU** for the repair or replacement of any Covered Part. **Replacement parts utilized in connection with a MECHANICAL BREAKDOWN will be, at the discretion of FWS, new or remanufactured OEM parts, new or remanufactured aftermarket parts or used parts that meet the quality standards of the repair facility or FWS.**

LIMITS OF LIABILITY: With the exception of the benefits described in the **DELUXE COVERAGE, PREMIUM COVERAGE, SUPERIOR COVERAGE** and **SUPERIOR PLUS COVERAGE** sections, **ALTERNATE TRANSPORTATION** and **TOWING AND ROADSIDE ASSISTANCE REIMBURSEMENT**, **WE** assume no other obligation or responsibility with regard to the vehicle. **WE** neither assume, nor authorize anyone to assume for **US**, any additional liability.

INSURANCE: OUR obligations under this Service Contract are insured by Courtesy Insurance Company, 500 Jim Moran Boulevard, Deerfield Beach, Florida 33442. YOU are entitled to make a direct claim or request for refund at any time, for any reason to Courtesy Insurance Company. To do so, please call 1-800-298-8011 for instructions. In some states, such obligation may be insured by an alternative carrier. Please refer to the STATE AMENDMENTS section for exceptions.

GENERAL:

1. THE TERMS AND CONDITIONS OUTLINED HEREIN ARE THE FULL AND COMPLETE AGREEMENT BETWEEN THE PARTIES. NO ORAL REPRESENTATION OR STATEMENT SHOULD BE RELIED UPON BY **YOU**, INCLUDING ANY ORAL REPRESENTATIONS BY THE SELLING DEALER.
2. If it is not clear which TERM, MILEAGE or COVERAGE PLAN has been purchased, **YOU** should contact **YOUR** Selling Dealer or **US**.
3. This Service Contract will be governed by the laws of the state in which it is sold.
4. No amendment, supplement, or waiver of any provision of this Service Contract will be binding against **US** unless it is in writing and signed by one of the authorized representatives at **OUR** home office.
5. **WE** may delegate the performance of **OUR** duties and obligations and assign **OUR** rights and benefits hereunder.
6. **OUR** right to recover payment: If **WE** make any payment under this Service Contract and **YOU** have a right to recover against another party, **YOUR** rights shall become **OUR** rights and **YOU** shall do whatever is necessary to enable **US** to enforce these rights. **OUR** subrogation rights become effective after **YOU** are made whole.

EXCLUSIONS FROM COVERAGE: THIS SERVICE CONTRACT WILL NOT PAY OR REIMBURSE YOU FOR:

1. REPAIR OF COSMETICALLY DAMAGED TIRES, DAMAGE TO TIRES OR WHEELS, INCURRED WHILE DRIVING OFF-ROAD OR DUE TO A COLLISION WITH ANOTHER VEHICLE;
2. REPAIR OF COSMETICALLY DAMAGED WHEELS (UNLESS PREMIUM COVERAGE, SUPERIOR COVERAGE OR SUPERIOR PLUS COVERAGE ON THE FRONT OF THIS SERVICE CONTRACT WAS SELECTED);
3. PDR AND WINDSHIELD (UNLESS SUPERIOR COVERAGE OR SUPERIOR PLUS COVERAGE ON THE FRONT OF THIS SERVICE CONTRACT WAS SELECTED);

4. TIRE OR WHEEL DAMAGE NOT RESULTING FROM A ROAD HAZARD, SUCH AS A COLLISION WITH A CURB (UNLESS DAMAGE IS COSMETIC AND PREMIUM COVERAGE, SUPERIOR COVERAGE OR SUPERIOR PLUS COVERAGE ON THE FRONT OF THIS SERVICE CONTRACT WAS SELECTED), PARKING BLOCK/STONE OR ANOTHER VEHICLE;
5. TIRE OR WHEEL DAMAGE CAUSED BY ACCIDENTS, COLLISION, UPSET DAMAGE, THEFT, LARCENY, MALICIOUS MISCHIEF, VANDALISM, CIVIL COMMOTION, RIOTS, WARS;
6. A TIRE AND/OR WHEEL COVERED BY ANY MANUFACTURER WARRANTY OR FOR ANY OTHER COVERAGE OR OTHER REASON THE MANUFACTURER, THE IMPORTER, DISTRIBUTOR, OR SELLER WILL REPAIR OR REPLACE THE TIRE AND/OR WHEEL AT ITS EXPENSE OR AT A REDUCED COST;
7. ANY INVOICE PRESENTED TO FWS FOR PAYMENT FOR SERVICES NOT PERFORMED AS DESCRIBED AT THE TIME OF AUTHORIZATION;
8. ANY CLAIM IF YOUR VEHICLE IS USED FOR POLICE OR EMERGENCY SERVICE, PRINCIPALLY OFF-ROAD USE, SNOW REMOVAL, THE PURPOSE OF COMMERCIAL RENTAL, TAXI, LIMOUSINE, OR SHUTTLE; CARRIAGE OF PASSENGERS FOR HIRE, COMMERCIAL DELIVERY/SERVICE/REPAIR, RENTAL PURPOSES, TOWING A TRAILER OR ANOTHER VEHICLE UNLESS YOUR VEHICLE IS EQUIPPED FOR THIS AS RECOMMENDED BY THE MANUFACTURER;
9. ANY TIRE AND/OR WHEEL FAILURE CAUSED BY MISUSE, ABUSE, NEGLIGENCE, IMPROPER TOWING, IMPROPER BALANCING OR ALIGNMENT;
10. TIRES OR WHEELS DAMAGED AS A RESULT OF DEFECTS, COLLISION WITH A CURB (UNLESS DAMAGE IS COSMETIC AND PREMIUM COVERAGE, SUPERIOR COVERAGE, OR SUPERIOR PLUS COVERAGE ON THE FRONT OF THIS SERVICE CONTRACT WAS SELECTED), OR ABNORMAL WEAR AND TEAR, INCIDENTAL OR CONSEQUENTIAL DAMAGE, WHEEL ALIGNMENT, TIRE ROTATION, ATTACHING HARDWARE, WHEEL COVERS, "SPACE SAVER" STYLE SPARE TIRE OR TIRE DISPOSAL FEE;
11. A DAMAGED TIRE AND/OR WHEEL ARISING OR RESULTING FROM THE USE OF YOUR VEHICLE OUTSIDE OF THE UNITED STATES, ITS TERRITORIES OR POSSESSIONS OR CANADA;
12. DISPOSAL CHARGES, ENVIRONMENTAL FEES, STORAGE OR FREIGHT CHARGES;
13. ANY CONSEQUENTIAL, SECONDARY DAMAGES OR UNREASONABLE COSTS THAT YOU MAY INCUR AS A RESULT OF A DAMAGED TIRE AND/OR WHEEL;
14. LIABILITY FOR DAMAGE TO PROPERTY, INJURY TO OR DEATH OF ANY PERSON ARISING OUT OF THE OPERATION, MAINTENANCE OR USE OF YOUR VEHICLE WHETHER OR NOT RELATED TO TIRE AND/OR WHEEL DAMAGE;
15. ANY OF THE FOLLOWING: (1) PRE-EXISTING CONDITIONS (CONDITIONS THAT EXISTED PRIOR TO YOUR PURCHASE OF THIS SERVICE CONTRACT); (2) ANY DAMAGE WHICH OCCURS AFTER THE TERM OF THIS SERVICE CONTRACT HAS EXPIRED; (3) ANY DAMAGE CAUSED BY NEGLIGENCE, VANDALISM OR FIRE; (4) ANY DAMAGE RESULTING FROM COMMERCIAL USAGE; (5) ANY CONSEQUENTIAL DAMAGES; OR (6) IN-HOME OR AT-HOME SERVICE;
16. COSMETIC ALLOY WHEEL PROTECTION DOES NOT PROVIDE COVERAGE FOR CHROME, CLADDED, PVD (PHYSICAL VAPOR DEPOSITION), MULTI-PIECE WHEELS AND WHEELS THAT ARE MADE OF EXOTIC MATERIAL (E.G. CARBON FIBER);
17. PAINTLESS DENT REMOVAL ("PDR") DOES NOT PROVIDE COVERAGE FOR THE FOLLOWING: (1) ANY DINGS, DENTS, OR CREASES THAT HAVE PUNCTURED THE METAL OR RESULTED IN VISIBLE PAINT DAMAGE; (2) REPAIRS TO ANY AREA OF THE COVERED VEHICLE MADE OF COMPOSITE MATERIALS (E.G. BUMPER); (3) THE REPLACEMENT OF ANY PARTS; (4) ANY DAMAGE THAT REQUIRES REPLACEMENT OF BODY PANELS OR SANDING, BONDING OR PAINTING;
18. INTERIOR REPAIR DOES NOT PROVIDE COVERAGE FOR THE FOLLOWING: (1) DAMAGE EXCEEDING 2" IN LENGTH ON CARPETS AND PLASTIC SURFACES DUE TO RIPS, TEARS, SCRATCHES; (2) DAMAGE EXCEEDING 2" IN DIAMETER FOR BURNS, PUNCTURES OR HOLES ON LEATHER, VINYL AND CLOTH SURFACES; (3) DAMAGE TO THE INTERIOR FABRIC OR LEATHER CAUSED BY BLEACH, ACIDS OR OTHER CORROSIVE MATERIALS; (4) DAMAGE TO ELECTRONIC INSTRUMENT PANELS, GLASS, METAL, BUTTONS, SWITCHES, LETTER, NUMBER OR INSIGNIA GRAPHICS, LAMINATED AND SIMULATED WOOD OR AREAS THAT AFFECT THE SAFETY OF THE COVERED VEHICLE (E.G. AIRBAGS); OR (5) THE REPLACEMENT OF ANY PARTS;
19. WINDSHIELD REPAIR COVERAGE DOES NOT PROVIDE COVERAGE FOR: (1) DAMAGE CONSISTING OF A CRACK OVER 2" IN DIAMETER OR 2" IN LENGTH; (2) DAMAGE THAT HAS COMPROMISED THE INTEGRITY OF THE WINDSHIELD (E.G. THREE OR MORE CHIPS, NICKS OR STARS IN A WINDSHIELD WILL BE CONSIDERED AS HAVING COMPROMISED THE INTEGRITY OF THE WINDSHIELD); (3) DAMAGE LOCATED IN THE LINE OF VISION OF THE DRIVER; OR (4) WINDSHIELD THAT CONTAINS ANY ELECTRONIC SENSOR OR HEATING ELEMENTS;

TIMELY, WRITTEN NOTICE OF LEGAL CLAIM REQUIRED: Please note: The following paragraph does not apply to a claim for vehicle repairs or reimbursement for such repairs under this Service Contract. Please see: **PRIOR AUTHORIZATION/HOW TO MAKE A CLAIM** for a repair or reimbursement claim. Prior to bringing or participating in an arbitration (or lawsuit, to the extent the Arbitration Clause herein is inapplicable for any reason) asserting any claim in law or equity relating to this Service Contract or its subject matter (collectively "Legal Claims"), **YOU** must provide written notice of **YOUR** Legal Claim to **US** within one (1) year from the day on which **YOU** learned, or with reasonable diligence should have learned, of the basis of **YOUR** Legal Claim. Such written notice **must** identify by name and contract number the specific Service Contract to which **YOUR** Legal Claim relates. **The provision of such timely, written notice is a condition precedent to bringing any Legal Claim relating to this Service Contract or its subject matter.** If **YOU** fail to timely provide such written notice of any Legal Claim, **YOU** shall have waived such Legal Claim in all respects. If **YOU** do provide the timely, written notice required hereunder, **WE** shall have ninety (90) calendar days following actual receipt of such notice to cure the circumstance(s) giving rise to **YOUR** Legal Claim. **YOU** agree that a payment in the amount of damages claimed by **YOU** on an individual (not class) basis, in an amount not to exceed the maximum amount available under this Service Contract, net of benefits paid, shall constitute a full and complete cure of any such circumstances and shall extinguish all Legal Claims **YOU** may have relating to this Service Contract or its subject matter. Each requirement set forth in this paragraph requires strict (not substantial) compliance and survives the Contract Period, transfer or cancellation of this Service Contract. **YOUR** obligations under this paragraph shall in no way be diminished or modified by the Arbitrator's obligation to apply statutes of limitation applicable at law in the event arbitration is filed.

ARBITRATION: YOU agree that any and all claims or disputes of any kind whatsoever arising from or relating to this Service Contract or

the relationships resulting from this Service Contract, whether in contract, tort, pursuant to statute, regulation, or ordinance, or in equity or otherwise ("Claims"), shall, upon delivery of a written notice demanding arbitration to the other party or parties, be resolved by binding arbitration on an individual (not class) basis only. This includes, without limitation, Claims by **YOU** against the Selling Dealer, FWS, or their parents, affiliates, employees, officers, successors, or assigns, or against those entities' parents' or affiliates' employees, officers, successors, or assigns. **THIS AGREEMENT TO ARBITRATE ON AN INDIVIDUAL BASIS ONLY IS FULLY BINDING IN THE EVENT THAT A CLASS ACTION OR SIMILAR LAWSUIT OR CLASS ARBITRATION IS FILED IN WHICH YOU OTHERWISE WOULD BE ELIGIBLE TO PARTICIPATE IN ANY CAPACITY, INCLUDING BUT NOT LIMITED TO AS A MEMBER, CLASS REPRESENTATIVE, OR PRIVATE ATTORNEY GENERAL. THE PARTIES AGREE THAT THERE SHALL BE NO CLASS OR CONSOLIDATED ARBITRATION OF ANY CLAIM, AND EXPRESSLY WAIVE ANY RIGHT TO ARBITRATE OR LITIGATE IN A CLASS PROCEEDING.**

Such arbitration shall be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1 et seq. (and not any state law concerning arbitration), this Arbitration Clause, and the applicable rules of JAMS, Inc. ("JAMS")—excluding any rules pertaining to class arbitration, and subject to any modification of those rules by this Arbitration Clause—in effect at the time of the written notice demanding arbitration. In the event of a conflict between the JAMS rules and this Arbitration Clause, this Arbitration Clause shall control. Applicable rules for JAMS are available at www.jamsadr.com or 1-800-352-5267. The Arbitrator shall apply statutes of limitation applicable at law, shall honor claims of privilege recognized at law, and if timely requested by any party, shall provide a reasoned, written explanation of the award's basis. Notwithstanding any provision otherwise in this Arbitration Clause or in the JAMS rules, any dispute regarding arbitrability, including the validity, enforceability, or applicability of the prohibition on classwide arbitration, shall be resolved by a court of competent jurisdiction, and not in arbitration. For avoidance of doubt, all disputes regarding the availability of classwide or consolidated arbitration, regardless of the posture under which such disputes arise, shall be resolved in court and not in arbitration. **THE PARTIES RECOGNIZE THAT THEY WILL NOT HAVE THE RIGHT TO A JURY TRIAL IN ARBITRATION. DISCOVERY AND RIGHTS TO APPEAL GENERALLY ARE MORE LIMITED IN ARBITRATION THAN IN A LAWSUIT, AND OTHER RIGHTS APPLICABLE IN COURT MAY NOT BE AVAILABLE IN ARBITRATION.**

Arbitrations will be held within the federal judicial district encompassing the city and/or county where **YOU** reside or are located. The other parties to the arbitration (not including **YOU**) will pay in equal shares the first \$2,500 in fees charged by the arbitration administrator for Claim(s) asserted by **YOU** in the arbitration. Thereafter, unless the applicable JAMS rules or applicable law specify otherwise, the parties to the arbitration (including **YOU**) shall share the arbitration fees equally, which amounts shall not be recoverable in the arbitration. Each party to the arbitration shall be responsible for its own attorney, expert, and other fees, unless applicable law provides otherwise. This Arbitration Clause shall not apply to any individual claim brought by **YOU** in small claims court, unless such claim is transferred, removed, or appealed to a different court.

If any portion of this Arbitration Clause is deemed invalid or unenforceable, it shall not invalidate the other provisions of the Arbitration Clause; provided, however, that (a) if the prohibition on classwide arbitration is deemed invalid, then this entire Arbitration Clause shall be null and void; and (b) if the prohibition on arbitration of representative claims brought in a private attorney general capacity is deemed invalid, then the Arbitration Clause shall be null and void as to such claims only. This Arbitration Clause shall survive the Termination or cancellation of this Service Contract. In the event of a conflict between this Arbitration Clause and any other applicable arbitration provision, this Arbitration Clause shall control.

STATE AMENDMENTS: If this Service Contract is purchased in any of the following states, the following additional provisions will apply:

ALABAMA: A ten percent (10%) penalty will be applied to any refund that is not paid within forty-five (45) days of the return of this Service Contract. If **WE** cancel, **WE** will give **YOU** at least five (5) days notice of cancellation and state the effective date and reason for cancellation. Paintless Dent Removal ("PDR") does not cover weather related damage.

ALASKA: **YOU** are **NOT** eligible for coverage for Interior Repair in the state of Alaska and therefore it is removed from **SUPERIOR COVERAGE** and **SUPERIOR PLUS COVERAGE**. This Service Contract will provide coverage if **YOUR** vehicle is used for snow removal, provided it is properly equipped for such use as recommended by the Manufacturer. The **CANCELLATION** provision is amended as follows: The cancellation administration fee will be \$25 or seven percent (7%) of the unearned Pro-Rata SERVICE CONTRACT PURCHASE PRICE, whichever is less. If **YOU** cancel this Service Contract, a refund will be provided within forty-five (45) days of cancellation. A penalty of ten percent (10%) of the SERVICE CONTRACT PURCHASE PRICE per month will be applied to any refund not paid or credited within forty-five (45) days after the return of this Service Contract. If **WE** cancel this Service Contract, a refund will be provided within forty-five (45) days of cancellation. A penalty of ten percent (10%) of the unearned SERVICE CONTRACT PURCHASE PRICE per month will be applied to any refund not paid or credited within forty-five (45) days after **OUR** cancellation. The **EXCLUSIONS FROM COVERAGE** section is amended as follows: Item 18.) is removed in its entirety. The **ARBITRATION** section is removed in its entirety.

ARIZONA: "**WE**", "**US**" and "**OUR**" appearing in **BOLD** throughout this Service Contract refer to Fidelity Warranty Services, Inc. ("FWS"). To cancel this Service Contract, **YOU** must return this Service Contract to **YOUR** Selling Dealer or the Administrator. This Service Contract is non-cancellable by **US** except for **YOUR** fraud or material misrepresentation in submitting a claim, or failure to pay the SERVICE CONTRACT PURCHASE PRICE. In the event **WE** fail to pay a valid claim or refund within thirty (30) days after proof of loss has been filed, **YOU** are entitled to make a direct claim to Courtesy Insurance Company. Please call 1-800-298-8011 for instructions. **The ARBITRATION section is amended to add the following: Arizona Service Contract Holders may file with the Director of the Arizona Department of Insurance for relief of any complaint under the provision of A.R.S. §§ 20-1095.04 and/or 20-1095.09.** The **GENERAL** section item 5.) is removed in its entirety. If **YOU** cancel after thirty (30) days, the administration fee that FWS will charge and retain will be no more than ten percent (10%) of the amount paid by the Contract Holder or \$25, whichever is less. **The EXCLUSIONS FROM COVERAGE section is amended as follows: Item 15.) is removed in its entirety and replaced with the following: 15.) THIS SERVICE CONTRACT DOES NOT PROVIDE COVERAGE FOR THE FOLLOWING (1) ANY DAMAGE WHICH OCCURS AFTER THE TERM OF THIS SERVICE CONTRACT HAS EXPIRED; (2) ANY DAMAGE CAUSED BY NEGLIGENCE, VANDALISM OR FIRE; (3) ANY DAMAGE RESULTING FROM COMMERCIAL USAGE; (4) ANY CONSEQUENTIAL DAMAGES; OR (5) IN-HOME OR AT-HOME SERVICE. YOUR CLAIM WILL NOT BE DENIED BASED UPON ANY CONDITION EXISTING IN THE VEHICLE PRIOR TO YOUR PURCHASE OF THIS SERVICE CONTRACT.**

CALIFORNIA: OUR California Vehicle Service Contract Provider License # is 0B29333. The **INSURANCE** section is removed in its entirety and replaced with the following: Performance to **YOU** under this Service Contract is guaranteed by a California approved insurance company. **YOU** may file a claim or request a refund at any time, for any reason with this insurance company if any promise made in the Service Contract has been denied or has not been honored. The name and address of the insurance company is: Courtesy Insurance Company, 500 Jim Moran Boulevard, Deerfield Beach, Florida 33442, 1-800-298-8011. If **YOU** are not satisfied with the insurance company's response, **YOU** may contact the California Department of Insurance at 1-800-927-4357 or (213) 897-8921 out of state, or access the department's internet website at www.insurance.ca.gov. The **CANCELLATION** section is amended by the following: If this Service Contract is cancelled by **YOU** during the first sixty (60) days, no administration fee will be charged. If **YOU** cancel after sixty (60) days, a Pro-Rata refund will be made based upon the time expired from the SERVICE CONTRACT PURCHASE DATE less an administration fee that FWS will charge and retain of \$25 or ten percent (10%) of the unearned Pro-Rata SERVICE CONTRACT PURCHASE PRICE, whichever is less. If **WE** cancel for nonpayment, **WE** will mail written notice to **YOU** stating the specific grounds for cancellation and informing **YOU** that the Service Contract will cease to be valid no less than five (5) days after the postmark date of the notice and that any refund due will be provided within thirty (30) days of the date of cancellation. If **WE** cancel for fraud or material misrepresentation, **WE** will mail written notice to **YOU** stating the specific nature of the misrepresentation and informing **YOU** a refund will be provided within thirty (30) days of the date of cancellation. If **WE** cancel this Service Contract, **WE** remain liable for any claim reported to a person designated in this Service Contract for the reporting of claims if the claim is reported prior to the effective date of cancellation and is covered by this Service Contract. A Service Contract Holder is deemed to have reported a claim if he or she has completed the first step required under the **HOW TO MAKE A CLAIM** section of this Service Contract. The **ARBITRATION** section is removed in its entirety. The **EXCLUSIONS FROM COVERAGE** section is amended as follows: Item 13.) is removed in its entirety and replaced with the following: **13.) ANY CONSEQUENTIAL DAMAGES (INCLUDING BUT NOT LIMITED TO FIRE DAMAGE), SECONDARY DAMAGES, OR INCIDENTAL DAMAGES, INCLUDING BUT NOT LIMITED TO TIME OFF FROM WORK OR ADDITIONAL CHILD CARE DURING TIRE AND/OR WHEEL REPAIR PERIOD, THAT YOU MAY SUFFER AS A RESULT OF THE NEED TO REPAIR OR REPLACE A TIRE AND/OR WHEEL.** Item 15.) is removed in its entirety and replaced with the following: **15.) THIS SERVICE CONTRACT DOES NOT PROVIDE COVERAGE FOR THE FOLLOWING (1) PRE-EXISTING CONDITIONS (CONDITIONS THAT EXISTED PRIOR TO YOUR PURCHASE OF THIS SERVICE CONTRACT; (2) ANY DAMAGE WHICH OCCURS AFTER THE TERM OF THIS SERVICE CONTRACT HAS EXPIRED; (3) ANY DAMAGE CAUSED BY NEGLIGENCE, VANDALISM OR FIRE; (4) ANY DAMAGE RESULTING FROM COMMERCIAL USAGE; (5) ANY CONSEQUENTIAL DAMAGES; OR (6) IN-HOME OR AT-HOME SERVICE.** The **GENERAL** section item 5.) is amended to include the following language: FWS may delegate ministerial duties but not claims decisions or legal liability. The **GENERAL** section 6.) is removed in its entirety and replaced with the following: **6.) OUR** right to recover payment: If **WE** make any payment under this Service Contract and **YOU** have a right to recover against another party, **YOUR** rights shall become **OUR** rights and **YOU** shall do whatever is reasonably necessary to enable **US** to enforce these rights. **OUR** subrogation rights become effective after **YOU** are made whole. The **TIMELY, WRITTEN NOTICE OF LEGAL CLAIM REQUIRED** section is amended by the removal of the following language: **YOU** agree that a payment in the amount of damages claimed by **YOU** on an individual (not class) basis, in an amount not to exceed the maximum amount available under this Service Contract, net of benefits paid, shall constitute a full and complete cure of any circumstances and shall extinguish all Legal Claims **YOU** may have relating to this Service Contract or its subject matter. The **PARTIES TO THIS CONTRACT** section is amended as follows: "**I**," "**MY**," "**YOU**" and "**YOUR**" mean the customer named as Contract Holder on the front of this Contract, or any valid transferee. "**WE**," "**US**" and "**OUR**" refer to Fidelity Warranty Services, Inc. ("**FWS**" and "**FWS**"), the obligor of this Service Contract. **YOU** will receive a complete copy of this Contract at or before the time of purchase.

COLORADO: OUR obligations under this Service Contract are insured by Courtesy Insurance Company, 500 Jim Moran Boulevard, Deerfield Beach, Florida 33442, Policy Number NT-AO-0001/CL-02-091.

CONNECTICUT: If this Service Contract has a term of less than one (1) year, the Service Contract term shall be extended for the time period that the vehicle is being repaired under this Service Contract. The following language has been added to the **ARBITRATION** section: A process has been established in Connecticut in which arbitration is the second phase, after mediation. If **YOU** have questions or problems concerning **YOUR** Service Contract and **YOU** reside in Connecticut, **YOU** may file a formal written complaint with the Consumer Affairs Division of the Connecticut Insurance Department at P.O. Box 816, Hartford, Connecticut 06142-0816, (860) 297-3897. This Service Contract may be cancelled by **YOU** at any time if the product is returned, lost, stolen or destroyed. The following language has been added to the **INSURANCE** section: **YOU** are entitled to make a direct claim or request for a refund at any time, for any reason to Courtesy Insurance Company. To do so, please call 1-800-298-8011. In order to make a claim under this Service Contract, **YOU** must provide the information outlined in the **PRIOR AUTHORIZATION/HOW TO MAKE A CLAIM** section.

FLORIDA: FLORIDA LICENSE NO. 60026. YOU are **NOT** eligible for Windshield Coverage in the State of Florida and therefore it is removed from **SUPERIOR COVERAGE** and **SUPERIOR PLUS COVERAGE**. The **EXCLUSION FROM COVERAGE** section is amended as follows: Item 19) is removed in its entirety. The retail rate charged for this Service Contract is not subject to regulation by the Florida Office of Insurance Regulation. If **YOUR** vehicle is not eligible for the **TERM/MILEAGE** and **COVERAGE PLAN** selected on the front of this Service Contract or if the SERVICE CONTRACT PURCHASE PRICE does not meet **OUR** pricing requirement, FWS will notify **YOU** within forty-five (45) days of the appropriate action taken, which may include rejecting the Service Contract. The **CANCELLATION** provision is revised as follows: If **YOU** cancel after thirty (30) days but within sixty (60) days, a one hundred percent (100%) refund of the SERVICE CONTRACT PURCHASE PRICE will be made, less an administration fee that FWS will charge and retain of \$25 or five percent (5%) of the SERVICE CONTRACT PURCHASE PRICE, whichever is less. If **YOU** cancel after sixty (60) days, a Pro-Rata refund of the SERVICE CONTRACT PURCHASE PRICE will be made based upon the time expired from the SERVICE CONTRACT PURCHASE DATE less an administration fee that FWS will charge and retain of \$25 or ten percent (10%) of the unearned SERVICE CONTRACT PURCHASE PRICE, whichever is less. The Pro-Rata refund amount shall not be less than ninety percent (90%) of the unearned Pro-Rata SERVICE CONTRACT PURCHASE PRICE. **WE** cannot cancel this Service Contract except for material misrepresentation or fraud at the time of sale, lack of proper maintenance, or non-payment of SERVICE CONTRACT PURCHASE PRICE, in which case **YOU** will be notified by certified mail. After sixty (60) days, if **WE** cancel this Service Contract, **WE** will return one hundred percent (100%) of the paid unearned Pro-Rata SERVICE CONTRACT PURCHASE PRICE. In the event of cancellation, **YOU** authorize the LIENHOLDER to receive any refund amounts or if the lien has been paid off, **YOU** can either receive a check for the refund amount or **YOU** can authorize the Selling Dealer to use all or part of the refund amount as a credit towards the purchase of a vehicle.

GEORGIA: **YOU** are **NOT** eligible for coverage for Windshield Replacement in the State of Georgia and therefore it is removed from **SUPERIOR PLUS COVERAGE**. The **CANCELLATION** paragraph is amended as follows: The cancellation administration fee will be \$25 or ten percent (10%) of the unearned Pro-Rata SERVICE CONTRACT PURCHASE PRICE, whichever is less. If **WE** cancel, **YOU** will be notified by certified mail stating the time when the cancellation will be effective, which shall not be less than thirty (30) days from the date of mailing. The cancellation shall conform to the requirements of Georgia Code Section 33-24-44. **WE** cannot cancel this Service Contract except for fraud, material misrepresentation, or non-payment of the SERVICE CONTRACT PURCHASE PRICE. If **WE** cancel during the first sixty (60) days, **WE** will refund one hundred (100%) of the SERVICE CONTRACT PURCHASE PRICE. If **WE** cancel after sixty (60) days, refunds will be calculated according to the pro-rata method. No administration fee will be charged if this service contract is cancelled by **US**. In the event the issuer of this Service Contract is unable to make a refund, **YOU** may file a claim directly with the insurer listed in this Service Contract. The **EXCLUSIONS FROM COVERAGE** section is amended as follows: Section 15.) is removed in its entirety and replaced with the following: **15.) THIS SERVICE CONTRACT DOES NOT PROVIDE COVERAGE FOR THE FOLLOWING (1) PRE-EXISTING CONDITIONS (CONDITIONS THAT EXISTED AND WERE KNOWN TO YOU PRIOR TO YOUR PURCHASE OF THIS SERVICE CONTRACT); (2) ANY DAMAGE WHICH OCCURS AFTER THE TERM OF THIS SERVICE CONTRACT HAS EXPIRED; (3) ANY DAMAGE CAUSED BY NEGLIGENCE, VANDALISM OR FIRE; (4) ANY DAMAGE RESULTING FROM COMMERCIAL USAGE; (5) ANY CONSEQUENTIAL DAMAGES; OR (6) IN-HOME OR AT-HOME SERVICE.** The **ARBITRATION** section is removed in its entirety. The LIENHOLDER may only cancel this Service Contract in the event the vehicle is repossessed or declared a total loss.

HAWAII: The **CANCELLATION** paragraph is amended as follows: A ten percent (10%) penalty per month will be applied to any refund not paid or credited within forty-five (45) days after return of this Service Contract. The right to cancel this Service Contract in the first sixty (60) days and receive a one hundred percent (100%) refund of the SERVICE CONTRACT PURCHASE PRICE is not transferable and only applies to the original Service Contract Holder. If **WE** cancel for any reason other than: 1.) nonpayment of the SERVICE CONTRACT PURCHASE PRICE; 2.) any material misrepresentation made by **YOU** or on **YOUR** behalf; or, 3.) any substantial breach of contractual duties by **YOU**, **WE** will provide **YOU** with written notice of cancellation at least five (5) days prior to the effective date of cancellation.

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

ILLINOIS: **YOU** are **NOT** eligible for coverage for Interior Repair in the State of Illinois and therefore it is removed from **SUPERIOR COVERAGE** and **SUPERIOR PLUS COVERAGE**. The **CANCELLATION** paragraph is amended as follows: If **YOU** cancel after thirty (30) days but within sixty (60) days, a one hundred percent (100%) refund of the SERVICE CONTRACT PURCHASE PRICE will be made, less an administration fee that FWS will charge and retain of \$25 or ten percent (10%) of the SERVICE CONTRACT PURCHASE PRICE, whichever is less. If **YOU** cancel after sixty (60) days, a Pro-Rata refund of the SERVICE CONTRACT PURCHASE PRICE will be made based upon the time expired from the SERVICE CONTRACT PURCHASE DATE less an administration fee that FWS will charge and retain of \$25 or ten percent (10%) of the Pro-Rata refund amount, whichever is less. The **EXCLUSIONS FROM COVERAGE** section is amended as follows: Item 18.) is removed in its entirety.

INDIANA: **YOU** are **NOT** eligible for coverage for Interior Repair in the State of Indiana and therefore it is removed from **SUPERIOR COVERAGE** and **SUPERIOR PLUS COVERAGE**. **YOUR** proof of payment to **US** for this Service Contract shall be considered proof of payment to the insurance company which guarantees **OUR** obligations to **YOU**, providing such insurance was in effect on the SERVICE CONTRACT PURCHASE DATE. This Service Contract is not insurance and is not subject to Indiana insurance law. The **EXCLUSIONS FROM COVERAGE** section is amended as follows: Item 18.) is removed in its entirety.

IOWA: In the event **YOU** have any questions regarding **YOUR** Service Contract, **YOU** may contact Fidelity Warranty Services, Inc., P.O. Box 8567, Deerfield Beach, Florida 33443 or Courtesy Insurance Company. **YOU** may also contact the Iowa Insurance Commissioner at the following address: Iowa Insurance Division, Two Ruan Center, 601 Locust Street, 4th Floor, Des Moines, Iowa 50309-3738. Fidelity Warranty Services, Inc. is liable for cancellation refunds. In the event **YOU** are unable to obtain **YOUR** refund from Fidelity Warranty Services, Inc., **YOU** may contact Courtesy Insurance Company. A ten percent (10%) penalty per month will be applied to any refund not paid or credited within thirty (30) days after return of this Service Contract. The **CANCELLATION** section is amended as follows: If **YOU** cancel this Service Contract, **WE** will mail written notice to **YOU** within fifteen (15) days of the date of the termination and state the effective date and reason for termination. The cancellation administration fee will be \$25 or ten percent (10%) of the SERVICE CONTRACT PURCHASE PRICE, whichever is less.

LOUISIANA: The **CANCELLATION** section is amended by the following: This Service Contract is non-cancellable by **US** except for material misrepresentation by **YOU**, substantial breach of duties by **YOU** or failure by **YOU** to pay the SERVICE CONTRACT PURCHASE PRICE. This Service Contract is not regulated by the Louisiana Department of Insurance. If **YOU** have any concerns or complaints regarding this Service Contract, **YOU** may contact the Louisiana Attorney General. A ten percent (10%) penalty per month will be applied to any refund not paid or credited within forty-five (45) days after the return of this Service Contract.

MAINE: **YOU** are **NOT** eligible for coverage for Windshield Replacement in the State of Maine and therefore it is removed from **SUPERIOR PLUS COVERAGE**. The **CANCELLATION** section is amended as follows: If **YOU** cancel during the first thirty (30) days, a one hundred percent (100%) refund of the SERVICE CONTRACT PURCHASE PRICE and any sales tax required pursuant to state law will be made. If **YOU** cancel after thirty (30) days but within sixty (60) days, a one hundred percent (100%) refund of the SERVICE CONTRACT PURCHASE PRICE and any sales tax required pursuant to state law will be made, less an administration fee that FWS will charge and retain of \$25 or ten percent (10%) of the SERVICE CONTRACT PURCHASE PRICE, whichever is less. If **YOU** cancel after sixty (60) days, a Pro-Rata refund of the SERVICE CONTRACT PURCHASE PRICE will be made based upon the time expired from the SERVICE CONTRACT PURCHASE DATE less an administration fee that FWS will charge and retain of \$25 or ten percent (10%) of the SERVICE CONTRACT PURCHASE PRICE, whichever is less. If **WE** cancel this Service Contract, **WE** will mail written notice of cancellation to **YOU** at least fifteen (15) days prior to the date of cancellation and state the effective date and reason for cancellation. A ten percent (10%) penalty per month will be applied to any refund not paid or credited within forty-five (45) days after the return of this Service Contract.

MARYLAND: In the event **WE** fail to pay a valid claim or refund within sixty (60) days after proof of loss has been filed, **YOU** are entitled to make a direct claim to Courtesy Insurance Company. Please call 1-800-298-8011 for instructions. A ten percent (10%) penalty per month will be applied to any refund not paid or credited within forty-five (45) days after the return of this Service Contract. The Obligor of the Service Contract is Fidelity Warranty Services, Inc. (FWS), P.O. Box 8567, Deerfield Beach, Florida 33443, 1-800-327-5172. A Service Contract is extended automatically when the provider fails to perform the services under the Service Contract. The Service Contract does not terminate until the services are provided in accordance with the terms of the Service Contract.

MASSACHUSETTS: NOTICE TO CONSUMER: THE COVERAGE **YOU** ARE BUYING IS NOT REQUIRED IN ORDER TO REGISTER OR FINANCE A VEHICLE. THE BENEFITS PROVIDED MAY DUPLICATE EXPRESS MANUFACTURER'S OR SELLER'S WARRANTIES THAT COME AUTOMATICALLY WITH EVERY SALE. **YOU** CAN BE REQUIRED BY THE SELLER OF THIS COVERAGE TO PURSUE THOSE WARRANTIES WHICH ARE AVAILABLE TO **YOU** WITHOUT THIS SERVICE CONTRACT. The **PARTIES TO THIS SERVICE CONTRACT** section is removed in its entirety and replaced with the following: The following **BOLD** print appearing throughout this Contract has the following meanings: "**YOU**", "**YOUR**", "**MY**" and "**I**" mean the customer named on the front of this Service Contract. "**WE**", "**US**", and "**OUR**" refer to the Selling Dealer noted on the front of this Service Contract. The Selling Dealer has appointed Fidelity Warranty Services, Inc. (FWS), as the authorized administrator of this Service Contract.

MINNESOTA: The **EXCLUSIONS FROM COVERAGE** section is amended as follows: Item 13.) is removed in its entirety and replaced with the following: **13.) ANY CONSEQUENTIAL, SECONDARY DAMAGES OR UNNECESSARY COSTS THAT YOU MAY INCUR AS A RESULT OF A DAMAGED TIRE AND/OR WHEEL.**

MISSISSIPPI: The **ARBITRATION** section is removed in its entirety. The **CANCELLATION** paragraph is amended as follows: A ten percent (10%) penalty per month will be applied to any refund not paid or credited within forty-five (45) days after return of this Service Contract. If **YOU** cancel after thirty (30) days but within sixty (60) days, a one hundred percent (100%) refund of the SERVICE CONTRACT PURCHASE PRICE will be made, less an administration fee that FWS will charge and retain of \$25 or ten percent (10%) of the SERVICE CONTRACT PURCHASE PRICE, whichever is less. If **YOU** cancel after sixty (60) days, a Pro-Rata refund of the SERVICE CONTRACT PURCHASE PRICE will be made based upon the time expired from the SERVICE CONTRACT PURCHASE DATE less an administration fee that FWS will charge and retain of \$25 or ten percent (10%) of the Pro-Rata refund amount, whichever is less. This Service Contract is non-cancellable by **US** except for material misrepresentation by **YOU**, substantial breach of duties by **YOU**, or failure by **YOU** to pay the SERVICE CONTRACT PURCHASE PRICE. If **WE** cancel for any reason other than nonpayment, a one hundred percent (100%) refund of the SERVICE CONTRACT PURCHASE PRICE will be made. No administration fee will be charged if this Service Contract is cancelled by **US**. If **WE** cancel, **WE** will provide written notice at least thirty (30) days prior to cancellation and state the effective date and reason for the cancellation.

MISSOURI: If **WE** cancel, **WE** will provide written notice at least forty-five (45) days prior to cancellation and state the effective date and reason for cancellation. A ten percent (10%) penalty per month will be applied to any refund that is not paid within thirty (30) days of return of this Service Contract.

MONTANA: If **WE** cancel, **WE** will mail to **YOU** at the last known address contained in our records written notice of cancellation at least five (5) days prior to cancellation and state the effective date and reason for cancellation.

NEBRASKA: The **CANCELLATION** section is amended by the addition of the following: If **WE** cancel, **WE** will provide a written notice to **YOU** via certified mail sixty (60) days in advance of cancellation. The **ARBITRATION** section is removed in its entirety.

NEVADA: The **TRANSFER** section item (3) is amended to read: **(3) a check for \$25 payable to FWS, for the transfer fee.** The **CANCELLATION** paragraph is amended as follows: If **YOU** cancel after thirty (30) days but within sixty (60) days, a one hundred percent (100%) refund of the SERVICE CONTRACT PURCHASE PRICE will be made, less a cancellation fee of \$25 that FWS will charge and retain. If **YOU** cancel after sixty (60) days, a Pro-Rata refund of the SERVICE CONTRACT PURCHASE PRICE will be made based upon the time expired from the SERVICE CONTRACT PURCHASE DATE less a cancellation fee of \$25 that FWS will charge and retain. If a refund is not paid within thirty (30) days after this Service Contract is returned, a penalty equal to ten percent (10%) of the SERVICE CONTRACT PURCHASE PRICE shall be added to the refund for every subsequent thirty (30) day period that any portion of the refund remains unpaid. This Service Contract is non-cancellable by **US** except for fraud by **YOU**, material misrepresentation by **YOU**, or failure by **YOU** to pay the SERVICE CONTRACT PURCHASE PRICE. If **WE** cancel this Service Contract, **WE** will provide written notice at least fifteen (15) days prior to the cancellation and state the effective date and reason for cancellation. If **WE** cancel during the first sixty (60) days, **WE** will refund one hundred percent (100%) of the SERVICE CONTRACT PURCHASE PRICE. If **WE** cancel after sixty (60) days, a one hundred percent (100%) refund of the unearned Pro-Rata SERVICE CONTRACT PURCHASE PRICE will be made. No cancellation fee will be charged if this Service Contract is cancelled by **US**. This Service Contract is not renewable and expires in accordance with the **SERVICE CONTRACT PERIOD** provision. The **GENERAL** section item 5.) is amended to include the following language: FWS may delegate ministerial duties but not claims decisions or legal liability. Replacement parts will be, at the discretion of FWS, new or remanufactured OEM parts, new or remanufactured aftermarket parts or used parts that meet the quality standards of the repair facility or FWS. If **YOU** are not satisfied with **OUR** handling of **YOUR** claim, **YOU** may contact the Nevada Insurance Commissioner at (888) 872-3234.

NEW HAMPSHIRE: In the event **YOU** do not receive satisfaction under this Service Contract, **YOU** may contact the New Hampshire Insurance Department, 21 South Fruit Street, Suite 14, Concord, NH 03301, 1-603-271-2261. The **ARBITRATION** section is revised as follows: **ARBITRATION** shall only be required upon mutual agreement by **US** and **YOU** to submit any controversy or claim arising out of or relating to this Contract, or a breach hereof, to binding arbitration at the time of such controversy or claim and shall take place in **YOUR** county of residence or other mutually agreed upon location in New Hampshire. The **ARBITRATION** provision is subject to RSA 542.

NEW JERSEY: The **CANCELLATION** paragraph is amended as follows: A ten percent (10%) penalty per month will be applied to any refund not paid or credited within forty-five (45) days after return of this Service Contract. If **WE** cancel for any reason other than: 1.) non-payment of the SERVICE CONTRACT PURCHASE PRICE; 2.) any material misrepresentation or omission made by **YOU** or on **YOUR** behalf; or, 3.) any substantial breach of contractual duties by **YOU**, **WE** will provide **YOU** with written notice of cancellation at least five (5) days prior to the effective date of cancellation and state the reason for cancellation.

NEW MEXICO: The **CANCELLATION** paragraph is amended as follows: The right to cancel this Service Contract during the first thirty (30) days is not transferable and only applies to the original Service Contract Holder. If **YOU** cancel after thirty (30) days but within sixty (60) days, a one hundred percent (100%) refund of the SERVICE CONTRACT PURCHASE PRICE will be made, less an administration fee that FWS will charge and retain of \$25 or ten percent (10%) of the SERVICE CONTRACT PURCHASE PRICE, whichever is less. If **YOU** cancel after sixty (60) days, a Pro-Rata refund of the SERVICE CONTRACT PURCHASE PRICE will be made based upon the time expired from the SERVICE CONTRACT PURCHASE DATE less an administration fee that FWS will charge and retain of \$25 or ten percent (10%) of the SERVICE CONTRACT PURCHASE PRICE, whichever is less. If a refund is not paid within thirty (30) days after this Service Contract is returned, a penalty equal to ten percent (10%) of the SERVICE CONTRACT PURCHASE PRICE shall be added to the refund for every subsequent thirty (30) day period or portion thereof that the refund and any accrued penalties remain unpaid. After seventy (70) days, **WE** cannot cancel except for: 1.) non-payment of SERVICE CONTRACT PURCHASE PRICE; 2.) fraud or misrepresentation in obtaining this Service Contract or presenting a claim; or, 3.) discovery of an act or omission in violation of this Service Contract which substantially and materially increases the service required under the Service Contract. If **WE** cancel, **WE** will give **YOU** at least fifteen (15) days notice of cancellation. No administration fee will be charged if the Service Contract is cancelled by **US**. Final contract price to be determined prior to presentation to consumer for signature.

NEW YORK: **YOU** are **NOT** eligible for coverage for Interior Repair or Windshield Replacement in the State of New York and therefore these coverages are removed from **SUPERIOR COVERAGE** and **SUPERIOR PLUS COVERAGE**. The **CANCELLATION** paragraph is amended as follows: A ten percent (10%) penalty per thirty (30) day period shall be added to any refund not paid within thirty (30) days after the date this Service Contract is returned. If **WE** cancel, **WE** will provide written notice at least fifteen (15) days prior to cancellation and state the effective date and reason for cancellation. The **EXCLUSIONS FROM COVERAGE** section is amended as follows: Item 18.) is removed in its entirety.

NORTH CAROLINA: If **YOU** cancel after thirty (30) days but within sixty (60) days, a one hundred percent (100%) refund of the SERVICE CONTRACT PURCHASE PRICE will be made, less an administration fee that FWS will charge and retain of \$25 or ten percent (10%) of the SERVICE CONTRACT PURCHASE PRICE, whichever is less. If **YOU** cancel after sixty (60) days, a Pro-Rata refund of the SERVICE CONTRACT PURCHASE PRICE will be made based upon the time expired from the SERVICE CONTRACT PURCHASE DATE less an administration fee that FWS will charge and retain of \$25 or ten percent (10%) of the unearned Pro-Rata SERVICE CONTRACT PURCHASE PRICE, whichever is less.

OHIO: THIS CONTRACT IS NOT INSURANCE AND IS NOT SUBJECT TO THE INSURANCE LAWS OF THIS STATE.

OKLAHOMA: **YOU** are **NOT** eligible for coverage for Interior Repair in the State of Oklahoma and therefore it is removed from **SUPERIOR COVERAGE** and **SUPERIOR PLUS COVERAGE**. This Service Contract is not issued by the manufacturer or wholesale company marketing the product. This Service Contract will not be honored by such manufacturer or wholesale company. The **CANCELLATION** paragraph of this Service Contract is removed in its entirety and replaced with the following: This Service Contract may be cancelled by **YOU** at any time. To cancel this Service Contract, contact **YOUR** Selling Dealer or FWS in writing for instructions. If **YOU** cancel this contract within the first thirty (30) days, **YOU** are entitled to a full refund. If **YOU** cancel this contract after thirty (30) days but within sixty (60) days, **WE** shall return one hundred percent (100%) of the SERVICE CONTRACT PURCHASE PRICE, less ten percent (10%) of the SERVICE CONTRACT PURCHASE PRICE or \$25, whichever is less, which FWS will charge and retain. If **YOU** cancel after sixty (60) days, **WE** shall return one hundred percent (100%) of the unearned Pro-Rata SERVICE CONTRACT PURCHASE PRICE, less ten percent (10%) of the unearned Pro-Rata SERVICE CONTRACT PURCHASE PRICE or \$25, whichever is less, which FWS will charge and retain. If **WE** cancel during the first sixty (60) days, **WE** will refund one hundred (100%) of the SERVICE CONTRACT PURCHASE PRICE. If **WE** cancel after sixty (60) days, **WE** will return one hundred percent (100%) of the unearned Pro-Rata premium. No administration fee will be charged if this service contract is cancelled by **US**. In the event of cancellation, **YOU** authorize the LIENHOLDER to receive any refund amounts. Upon **OUR** receipt of notification of a total loss or repossession, this Service Contract will be terminated and all rights and interest to a refund under this Service Contract will immediately transfer to the LIENHOLDER and the LIENHOLDER will be named sole payee for any refund amounts. This Service Contract is non-cancellable by **US** except for fraud, material misrepresentation, or failure to pay the SERVICE CONTRACT PURCHASE PRICE. This is not an insurance contract. Coverage afforded under this Service Contract is not guaranteed by the Oklahoma Insurance Guaranty Association. Oklahoma Service Warranty statutes do not apply to commercial use references in Service Warranty Contracts. The **EXCLUSIONS FROM COVERAGE** section is amended as follows: Item 18.) is removed in its entirety. The **ARBITRATION** section is removed in its entirety. **OUR** Oklahoma Service Warranty License # is 44198029. In the event **YOU** have any questions regarding **YOUR** Service Contract, **YOU** may contact Fidelity Warranty Services, Inc., P.O. Box 8567, Deerfield Beach, Florida 33443 or Courtesy Insurance Company. **YOU** may also contact the Oklahoma Insurance Department at the following address: Oklahoma Insurance Department, Five Corporate Plaza, 3625 NW 56th Street, Suite 100, Oklahoma City, Oklahoma 73112, 1-800-522-0071.

OREGON: **YOU** are **NOT** eligible for coverage for Interior Repair in the State of Oregon and therefore it is removed from **SUPERIOR COVERAGE** and **SUPERIOR PLUS COVERAGE**. The **EXCLUSIONS FROM COVERAGE** section is amended as follows: Item 18.) is removed in its entirety. The **ARBITRATION** section is removed in its entirety. Fidelity Warranty Services, Inc. ("FWS") is the Obligor of this Service Contract. The following sentence is removed from the **TIMELY, WRITTEN NOTICE OF LEGAL CLAIM REQUIRED** section: **YOUR** obligations under this paragraph shall in no way be diminished or modified by the Arbitrator's obligation to apply statutes of limitation applicable at law in the event an arbitration is filed. The following sentence is added to the **TIMELY, WRITTEN NOTICE OF LEGAL CLAIM REQUIRED** section: **YOUR** obligations under this paragraph shall in no way be diminished or modified by any court's obligation to apply statutes of limitation applicable at law in the event a Legal Claim is filed.

SOUTH CAROLINA: If **WE** do not timely resolve such matters within sixty (60) days of proof of loss, **YOU** may contact the South Carolina Department of Insurance, P.O. Box 100105, Columbia, SC 29202-3105, or 1-800-768-3467. A ten percent (10%) penalty per month will be added to any refund that is not paid or credited within forty-five (45) days in accordance with Title 38 Section 38-78-30(f) of the SC Code of Laws. If **WE** cancel, **WE** will provide written notice at least fifteen (15) days prior to cancellation and state the effective date and reason for cancellation.

TEXAS: **YOU** are **NOT** eligible for Windshield Replacement in the State of Texas and therefore it is removed from **SUPERIOR PLUS COVERAGE**. If **WE** cancel, **WE** will provide written notice at least fifteen (15) days prior to cancellation and state the effective date and reason for cancellation. A ten percent (10%) penalty per month will be applied to any refund not paid or credited within forty-five (45) days after return of this Service Contract. **YOU** may apply for reimbursement directly to Courtesy Insurance Company if a refund or credit is not paid within forty-five (45) days after a cancellation request is made. Unresolved complaints concerning Service Contract Providers and Administrators or questions concerning the regulation of Service Contract Providers or Administrators may be addressed to the Texas Department of Licensing and Regulation at P.O. Box 12157, Austin, Texas 78711, (512) 463-6599.

UTAH: Coverage afforded under this Service Contract is not guaranteed by the Property and Casualty Guarantee Association. The **CANCELLATION** paragraph is amended as follows: If **WE** cancel this Service Contract, **WE** will give **YOU** at least thirty (30) days notice of cancellation and state the effective date and reason for cancellation. This Service Contract is non-cancellable by **US** except for nonpayment, material misrepresentation, substantial changes in the risk assumed or substantial breaches of contractual duties, conditions, or warranties. If **WE** cancel this Service Contract, **WE** will mail to **YOU** at the last known address contained in **OUR** records written notice of cancellation at least thirty (30) days prior to cancellation. Cancellation will not be effective until ten (10) days after delivery of the written notice of cancellation. If this Service Contract is financed, in the event of a total loss or repossession, the LIENHOLDER is authorized to cancel this Service Contract and the LIENHOLDER will be named as sole payee for any refund amounts and all rights and interests under this Service Contract will immediately transfer to the LIENHOLDER. The **PRIOR AUTHORIZATION/HOW TO MAKE A CLAIM** paragraph is amended to include the following language: Normal business hours for FWS are Monday through Friday 8:00 a.m. to 9:00 p.m. (EST) and Saturday 9:00 a.m. to 4:00 p.m. (EST). The **TIMELY, WRITTEN NOTICE OF LEGAL CLAIM REQUIRED** section is amended as follows: **YOU** must provide written notice of **YOUR** Legal Claim to **US** within three (3) years from the day on which **YOU** learned, or with reasonable diligence should have learned, of the basis of **YOUR** Legal Claim. The **ARBITRATION** section is amended to add the following language: ANY DISPUTE ARISING UNDER THIS SERVICE CONTRACT BETWEEN **YOU** AND FWS AND/OR THE SELLING DEALER MAY BE SUBJECT TO ARBITRATION AS AN ALTERNATIVE TO COURT ACTION UNDER THE APPLICABLE RULES THEN IN EFFECT AS MODIFIED BY THIS ARBITRATION CLAUSE. ANY DECISION REACHED BY ARBITRATION SHALL BE BINDING UPON BOTH **YOU** AND THE COMPANY. 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. This Service Contract is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department.

VIRGINIA: **YOU** are **NOT** eligible for coverage for Interior Repair in the State of Virginia and therefore it is removed from **SUPERIOR COVERAGE** and **SUPERIOR PLUS COVERAGE**. The **EXCLUSIONS FROM COVERAGE** section is amended as follows: Item 18.) is removed in its entirety. If any promise made in the Service Contract has been denied or has not been honored within 60 days after **YOUR** request, **YOU** may contact the Virginia Department of Agriculture and Consumer Services, Office of Charitable and Regulatory Programs at www.vdacs.virginia.gov/food-extended-service-contract-providers.shtml to file a complaint.

WASHINGTON: **YOU** are **NOT** eligible for coverage for Interior Repair in the State of Washington and therefore it is removed from **SUPERIOR COVERAGE** and **SUPERIOR PLUS COVERAGE**. Fidelity Warranty Services, Inc. ("FWS") is the service provider for this Road Hazard Tire Service Contract. The **INSURANCE** section is removed in its entirety and replaced with the following: **OUR** obligations under this Service Contract are guaranteed by Courtesy Insurance Company, 500 Jim Moran Boulevard, Deerfield Beach, Florida 33442. The Contractual Liability Policy Number is identified in the **WASHINGTON RESIDENTS ONLY** paragraph on the front page of this Service Contract. **YOU** are entitled to make a direct claim at any time to Courtesy Insurance Company. To do so, please call 1-800-298-8011 for instructions. The **CANCELLATION** section is removed in its entirety and replaced with the following: This Service Contract may be cancelled by **YOU** at anytime. To cancel, **YOU** must return this Service Contract to **YOUR** Selling Dealer or Courtesy Insurance Company. If **YOU** cancel during the first thirty (30) days, a one hundred percent (100%) refund of the SERVICE CONTRACT PURCHASE PRICE will be made. If **YOU** cancel after thirty (30) days but within sixty (60) days, a one hundred percent (100%) refund of the SERVICE CONTRACT PURCHASE PRICE will be made, less an administration fee that FWS will charge and retain of \$25. If **YOU** cancel after sixty (60) days, a Pro-Rata refund of the SERVICE CONTRACT PURCHASE PRICE will be made based upon the time expired from the SERVICE CONTRACT PURCHASE DATE less an administration fee that FWS will charge and retain of \$25. A ten percent (10%) penalty will be applied to any refund that is not paid within thirty (30) days of return of this Service Contract. In the event of cancellation, **YOU** authorize the LIENHOLDER to receive any refund amounts. Upon **OUR** receipt of notification of a total loss or repossession, the Service Contract will be terminated, and all rights and interests to a refund under the Service Contract will immediately transfer to the LIENHOLDER and the LIENHOLDER will be named sole payee for any refund amounts. This Service Contract is non-cancellable by **US** except for fraud, material misrepresentation, or failure to pay the SERVICE CONTRACT PURCHASE PRICE due. If **WE** cancel during the first sixty (60) days, **WE** will refund one hundred percent (100%) of the SERVICE CONTRACT PURCHASE PRICE. No administration fee will be charged if this Service Contract is cancelled by **US**. After sixty (60) days, **WE** cannot cancel this Service Contract. The **GENERAL** paragraph is amended by the addition of the following: 7.) The parties hereto agree for the purpose of arbitration or litigation, the venue of the matter shall be in the appropriate judicial district in the state of Washington. The **EXCLUSIONS FROM COVERAGE** section is amended as follows: Item 18.) is removed in its entirety.

IMPLIED WARRANTY: The Implied Warranty of Merchantability on the motor vehicle is not waived if this Service Contract has been purchased within ninety (90) days of the purchase date of the motor vehicle from a provider who also sold the motor vehicle covered by this Service Contract.

WASHINGTON D.C.: The **CANCELLATION** paragraph is amended as follows: The right to cancel this Service Contract is not transferable and only applies to the original Service Contract Holder. If **YOU** cancel after thirty (30) days but within sixty (60) days, a one hundred percent (100%) refund of the SERVICE CONTRACT PURCHASE PRICE will be made, less an administration fee that FWS will charge and retain of \$25 or ten percent (10%) of the SERVICE CONTRACT PURCHASE PRICE, whichever is less. If **YOU** cancel after sixty (60) days, a Pro-Rata refund of the SERVICE CONTRACT PURCHASE PRICE will be made based upon the time expired from the SERVICE CONTRACT PURCHASE DATE less an administration fee that FWS will charge and retain of \$25 or ten percent (10%) of the SERVICE CONTRACT PURCHASE PRICE, whichever is less. If **WE** cancel, **WE** will mail to **YOU** at the last known address contained in **OUR** records written

notice of cancellation at least five (5) days prior to cancellation. The notice of cancellation will state the effective date and reason for cancellation. After sixty (60) days, if **WE** cancel for any reason other than nonpayment, a one hundred percent (100%) refund of the unearned Pro-Rata SERVICE CONTRACT PURCHASE PRICE will be made. No administration fee will be charged if the Service Contract is cancelled by **US**. A ten percent (10%) penalty per month will be applied to any refund not paid or credited within forty-five (45) days after return of this Service Contract.

WISCONSIN: THIS WARRANTY IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE. The **PRIOR AUTHORIZATION/HOW TO MAKE A CLAIM** section is amended as follows: If **YOU** do not follow **OUR** instructions, **WE** may not be obligated to reimburse **YOU** for the cost of any repairs if **WE** can not validate **YOUR** claim. Prior authorization is not required. The **ARBITRATION** provision is amended as follows: If any portion of this Arbitration Provision is deemed invalid or unenforceable, the remaining portions of this Arbitration Provision are not prohibited by the Wisconsin Consumer Act. Notwithstanding any provision contained herein to the contrary, **YOU** are not bound to participate in binding arbitration and retain the right to bring an action in a court of competent jurisdiction. The **GENERAL** section item 5.) is removed in its entirety. The **CANCELLATION** paragraph is amended to include the following: A ten percent (10%) penalty per month will be applied to any refund not paid or credited within forty-five (45) days after the return of this Service Contract.

WYOMING: YOU are **NOT** eligible for Windshield Replacement in the State of Wyoming and therefore it is removed from **SUPERIOR PLUS COVERAGE**. If **WE** cancel, **WE** will mail a written notice of cancellation and state the effective date and reason for cancellation to **YOU** at least ten (10) days prior to cancellation, unless cancellation is for nonpayment of Service Contract fees, a material misrepresentation, or other substantial breach of contractual duties. A ten percent (10%) penalty per month will be applied to any refund not paid or credited within forty-five (45) days after return of this Service Contract. The **CANCELLATION** section is amended as follows: In the event of cancellation, refunds will be made payable to **YOU** and the LIENHOLDER. The **ARBITRATION** section is removed in its entirety.