# **ENDURANCE**

# Advantage Care

VEHICLE SERVICE AGREEMENT **DECLARATIONS PAGE** 

CONTRACT #

	CONTINUT #.
AGREEMENT HOLDER	
EMAIL ADDRESS	TELEPHONE
ADDRESS	
CITY, STATE, ZIP	
SELLER	
SELLER CODE	TELEPHONE
ADDRESS	
CITY, STATE, ZIP	
LIENHOLDER	
TELEPHONE	
ADDRESS	
CITY, STATE, ZIP	
ODOMETER MILEAGE ON AGRE	EEMENT PURCHASE DATE  VEHICLE PURCHASE PRICE
AGREEMENT PURCHASE DATE	PAID IN FULL ☐ PAYMENT PLAN ☐ FINANCED ☐ LEASED ☐
YEAR MAKE	MODEL VEHICLE IDENTIFICATION NUMBER
COVERAGE TYPE:	DEDUCTIBLE:
	COVERAGE MILEADE LIMIT:
VALIDATION PERIOD DAYS:	
QUALIFIED LIFT/DROP	☐ ALL WHEEL DRIVE / 4X4 ☐ DIESEL ☐ COMMERCIAL USE
_	CHARGER/SUPERCHARGER
If no coverage is stated above, the Powertrain Coverage will automatically be applied	

### WHEN BREAKDOWN COVERAGE BEGINS AND EXPIRES

BREAKDOWN COVERAGE BEGINS UPON THE EXPIRATION OF THE VALIDATION PERIOD LISTED ON THE DECLARATIONS PAGE. BREAKDOWN COVERAGE ENDS AT 12:00 MIDNIGHT

AUTHORIZATION IS REQUIRED PRIOR TO THE COMMENCEMENT OF ALL REPAIRS! FOR NATIONWIDE CLAIMS CALL: 855-292-9311 or EMAIL: claims@smartautocare.com FOR EMERGENCY ROADSIDE ASSISTANCE COVERAGE YOU MUST CALL 1-888-246-2014 ON THE DAY THE SUM OF THE COVERAGE TERM IN MONTHS LISTED ON THE DECLARATIONS PAGE PLUS THE VALIDATION PERIOD MONTHS LISTED ON THE DECLARATIONS PAGE ADDED TO THE AGREEMENT PURCHASE DATE IS REACHED OR WHEN THE VEHICLE'S ODOMETER MILEAGE EXCEEDS THE SUM OF THE ODOMETER MILEAGE ON AGREEMENT PURCHASE DATE LISTED ON THE DECLARATIONS PAGE ADDED TO THE VALIDATION PERIOD MILES LISTED ON THE DECLARATIONS PAGE PLUS THE COVERAGE MILEAGE LIMIT LISTED ON THE DECLARATIONS PAGE, WHICHEVER OCCURS SOONER.

# THIS IS NOT AN INSURANCE CONTRACT

YOU ARE NOT REQUIRED TO ENTER INTO THIS AGREEMENT IN ORDER TO PURCHASE, LEASE OR OBTAIN FINANCING FOR A VEHICLE. You should read this Agreement carefully. It contains the entire agreement between You and Us. It takes precedence over any other written or oral statements made to You with respect to this Agreement. This is a service agreement, not a warranty. Provisions concerning Your responsibilities, including routine maintenance, are listed in Section Three Subsection G "Your Responsibilities". Review Section Five "Special State Disclosures and Requirements" for any rights, privileges and conditions that govern this Agreement in Your state. Any modification(s), alteration(s) or change(s) to the preprinted terms and conditions is/are invalid and of no force or effect.



Our obligations under this Agreement are insured under an insurance policy issued by Lyndon Southern Insurance Company 10151 Deerwood Park Blvd., Bldg. 100, Ste. 500, Jacksonville, FL 32256, Tel: (800) 888-2738, except in Georgia, New York, Rhode Island and Wisconsin.

In Georgia, our obligations under this agreement are insured under an insurance policy issued by the Insurance Company of the South, 10151 Deerwood Park Blvd., Bldg. 100, Ste. 500, Jacksonville, FL 32256, Tel: (800) 888-2738.

In New York, Rhode Island, and Wisconsin, our obligations under this agreement are insured under an insurance policy issued by Atlantic Specialty Insurance Company 605 North Highway 169, Suite 800, Plymouth, MN 55441, Tel: (800) 888-2738.

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 Lyndon Southern Insurance Company, Insurance Company of the South, or Atlantic Specialty Insurance Company. To do so, please call the following toll-free number: (800) 888-2738.

#### **SECTION ONE - DEFINITIONS**

**ADMINISTRATOR** – Administrator means Ownershield, Inc. P.O. Box 852770 Richardson, TX 75085 (855-292-9311). For OR and WI residents Administrator means Independent Dealer Group, Inc. P.O. Box 852770, Richardson, TX 75085 (855-292-9311).

AGREEMENT – This vehicle service agreement.

**BREAKDOWN/MECHANICAL BREAKDOWN**— The definition of Breakdown means the failure of a covered part under normal service due to defects in material or workmanship. A covered part has failed when it can no longer perform the function for which it was designed solely because of its condition and not because of the action or inaction of any noncovered parts.

**COMMERCIAL USE** - A commercial use vehicle is defined as a vehicle registered to a business and/or for business purposes. Vehicles that are used in excess of manufacturer's G.V.W. or for excessive hauling and pulling are excluded from coverage hereunder. Tow trucks, snowplows, emergency vehicles, taxi cabs, livery and police vehicles are specifically excluded from coverage hereunder.

**COVERED PART** – The eligible parts listed in the Breakdown Coverage section of this agreement, Section Three, E. Schedule of Coverages. The listed parts must be factory installed equipment on Your Vehicle or replacement parts meeting the manufacturer's specifications.

**DECLARATIONS PAGE** – The numbered document which is part of this Agreement where information regarding You, Your Vehicle and coverage options is shown.

**DEDUCTIBLE** – The amount indicated on the Declarations Page that You must pay for the repair of a Breakdown.ADeductible does not apply to emergency roadside assistance, substitute transportation or trip interruption coverage.

**DISAPPEARING DEDUCTIBLE** – means Your deductible as listed on the Declarations Page, which is waived in its entirety, if You return to the original seller listed on Your Agreement for repair of a Covered Breakdown.

**INTERNALLY LUBRICATED PARTS / COMPONENTS** – means Parts contained within a case, block, or housing that require proper qualities and quantities of oil or lubrication to function as designed.

**MILEAGE LIMIT** – The maximum number of miles indicated on the Declarations Page that this Agreement shall be in force.

**PRE-EXISTING** – A condition and/or failure that within all reasonable mechanical probability and mechanical fitness existed prior to the AGREEMENT PURCHASE DATE, or prior to the expiration of the VALIDATION PERIOD.

**QUALIFIED LIFT DROP -** Vehicles with lift kits under 6 inches, or drops under 4 inches.

RIDE SHARE – a car service in which a person arranges a ride in a privately-owned vehicle (i.e. Uber, Lyft, or

vehicles with a TLC license in New York City and New York, excluding Taxi or Yellow Cab.)

**SERVICE CONTRACT PROVIDER, WE, US, AND OUR (OBLIGOR)** – means Ownershield, Inc. P.O. Box 852770 Richardson, TX 75085 (855-292-9311).

For OR and WI Service Contract Provider means Independent Dealer Group, Inc. P.O. Box 852770 Richardson, TX 75085 (855-292-9311).

**STATE LICENSED / LICENSED REPAIR FACILITY** – means any facility licensed in the business of motor vehicle repairs.

**TERM** – The maximum number of months indicated on the Declarations Page that this Agreement shall be in force.

**VALIDATION PERIOD** – This Agreement is subject to a validation period, if applicable, of time and mileage which begins on the date (as listed on the Declarations Page) that You purchased this Agreement and at Your Vehicle's odometer reading (as listed on the Declarations Page) on that date. There is no Coverage during the Validation Period. Coverage begins upon the expiration of the Validation Period. The Validation Period expires when the time and mileage of Your Validation Period as listed on the Declarations Page has elapsed.

**VEHICLE** — The vehicle covered by the terms and conditions of this Agreement as listed on the Declarations Page.

YOU, YOUR, TRANSFEREE - The purchaser(s) of this Agreement.

# SECTION TWO – EMERGENCY ROADSIDE ASSISTANCE COVERAGE FOR EMERGENCY ROADSIDE ASSISTANCE COVERAGE YOU MUST CALL 1-888-246-2014

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:

- Towing Assistance When towing is necessary, the Covered Vehicle will be towed to the nearest qualified service facility or to another location requested by the driver of the Covered Vehicle.
- Flat Tire Assistance Service consists of the removal of the Covered Vehicle's flat tire and its replacement with the spare tire located with the Covered Vehicle, or the service provider will drive you to the closest tire store for repair.
- Fuel, Oil, Fluid and Water Delivery Service An emergency supply of fuel (3 gallons), oil, fluid and water will be delivered if the Covered Vehicle is in immediate need. You must pay for the fuel or other fluid when it is delivered.
- Lock-out Assistance If your keys are locked inside the Covered Vehicle, assistance will be provided to gain entry into the Covered Vehicle.
- Battery Assistance If battery failure occurs, a jump start will be provided to start your Covered Vehicle. Refer to section Four Gofthis contract for additional Roadside Assistance terms and exclusions.

# SECTION THREE - BREAKDOWN COVERAGE

#### A. BREAKDOWN COVERAGE

We will repair, replace, or have repaired or replaced any Covered Part which experiences a Breakdown. In case of Breakdown You must follow the procedures in SUBSECTION B, "IN CASE OF BREAKDOWN". We will reimburse You or Your State Licensed / Licensed Repair Facility for pre-authorized expenses incurred, less the deductible (if applicable) for the repair or replacement of a Covered Part. At the sole discretion of the Administrator, We will pay up to the manufacturer's suggested retail price for a part. Replacement may be made with new,

remanufactured or used parts, which are of a like kind and quality comparable with the original design specifications and wear tolerances of Your Vehicle. At the sole discretion of the Administrator, We will pay up to the State Licensed / Licensed Repair Facility's published hourly labor rate multiplied by the appropriate operation time as published in a national labor rate time guide. At the sole discretion of the Administrator, We reserve the right to request Your Vehicle be moved to another State Licensed / Licensed Repair Facility

#### **B. IN CASE OF BREAKDOWN**

- (1) Take immediate action to prevent further damage. This Agreement will not cover damage caused by not securing a timely repair of the failed component.
- (2) If it is dangerous to operate Your Vehicle, or if operating Your Vehicle may cause further damage, You must have the Vehicle towed.
- (3) Take Your Vehicle to any State Licensed / Licensed Repair Facility, or You may contact the Administrator at 855-292-9311 for assistance.
- (4) You or the State Licensed / Licensed Repair Facility must call the Claim Department at 855-292-9311 for approval prior to repairing or cleaning any parts.
- (5) You or the State Licensed / Licensed Repair Facility must provide an estimate of parts and labor costs in order to obtain approval. No claim payments will be made if the Claim Department has not issued a claim approval reference number prior to repairing, replacing, or cleaning any parts.
- (6) You must authorize any charge(s) necessary to determine cause of failure. This includes necessary diagnostic and tear down charges. If it is determined that the failure does not constitute a Breakdown under the terms of this Agreement, You must pay for all diagnostic, tear down and repair charges.
- (7) You must cooperate in Our investigation of any breakdown. You must allow Us to inspect Your Vehicle if We ask to do so. We have no obligation to inspect Your Vehicle or to certify its condition before or after covered repairs are completed.
- (8) You must, upon request, show Us and/or the State Licensed / Licensed Repair Facility all sales receipts, invoices, or work orders showing that the Vehicle has been properly serviced or maintained according to manufacturer's specifications and/or provide documentation to prove ownership of the Vehicle.
- (9) Within thirty (30) days of the repair, You or State Licensed / Licensed Repair Facility must furnish Us with copies of the repair order and other requested receipts or documents. You must submit an explanation of the Breakdown and repairs including an itemized, dated repair order and paid receipt(s), including any paid receipt(s) for substitute transportation and, if applicable, emergency roadside assistance expenses. All receipts must be in Your name and must show the date(s), Vehicle description, and odometer reading at the time of the Breakdown, and Your Agreement number.

#### C. SUBSTITUTE TRANSPORTATION COVERAGE

If Your Vehicle requires repair due to a Breakdown, even when that part is covered by a factory warranty, We will reimburse You up to fifty (\$50) dollars per dayfor every eight (8) hours, (or portion thereof), of labor time required to complete the repair, up to a maximum of seven (7) days. To qualify for the first day(s) reimbursement, the Vehicle must be inoperable or unsafe to drive requiring that it be retained by the State Licensed / Licensed Repair Facility overnight or the covered repair must exceed a minimum of four (4) hours labor, as defined in the current year manufacturer or other accredited flat rate repair manual. This coverage does not apply to the time waiting for parts, services, weekends, or other delays beyond the control of the State Licensed / Licensed Repair Facility or the Administrator. No deductible will apply to this benefit.

#### C1. TRIP INTERRUPTION COVERAGE

In the event that Breakdown of a part covered by this Agreement occurs more than one hundred (100) miles from Yourhome and results in a State Licensed / Licensed Repair Facility keeping Your Vehicle overnight, We will

reimburse You up to seventy-five (\$75.00) dollars per day for a maximum of three (3) days for receipted lodging and restaurant expenses incurred between the date of the Breakdown and the date on which the repairs are completed. The total benefit per Breakdown occurrence shall not exceed two hundred and twenty-five (\$225.00) dollars.

#### D. DIAGNOSTIC COVERAGE

We will pay for reasonable, necessary and customary diagnostic charges incurred in conjunction with a covered BREAKDOWN, not to exceed the labor time listed in nationally recognized parts and labor guides. Administrator reserves the right to approve or deny diagnostic charges at the sole discretion of the Administrator. DIAGNOSTIC TIME WILL NOT BE PAID FOR THOSE CONDITIONS WHERE THE REPAIR IS READILY APPARENT TO THE NORMAL SENSES OF SIGHT, TOUCH, SMELL AND/OR SOUND.

### E. SCHEDULE OF COVERAGES

# **POWERTRAIN COVERAGE**

GASOLINE ENGINE - All internal lubricated parts within the engine including pistons, piston rings, piston pins, crankshaft, main bearings, thrust washer, connecting rods, connecting rod bearings, camshaft, camshaft sprocket, camshaft bearings, timing belt/chain, timing chain gears, timing chain guides, timing belt/chain tensioner, push rods, rocker arms, rocker arm shafts, balance shaft, hydraulic lifters, solid lifters, intake valves, exhaust valves, valve guides, valve springs, valve spring retainer, valve keepers, valve stem seals, oil pump, silent shaft. Harmonic balancer; intake manifold, exhaust manifold; freeze plugs; throttle valve cable; engine mounts. Cases, housings, engine block, oil pan and cylinder heads are covered only if damaged by the failure of an internal lubricated part.

DIESEL ENGINE – All internal lubricated parts within the engine including pistons, piston rings, piston pins, crankshaft, main bearings, thrust washer, connecting rods connecting rod bearings, camshaft, camshaft sprocket, camshaft bearings, timing chain, timing chain gears, timing chain guides, timing chain tensioner, push rods, rocker arms, rocker arm shafts, balance shaft, hydraulic lifters, solid lifters, intake valves, exhaust valves, valve guides, valve springs, valve spring retainer, valve keepers, valve stem seals, oil pump, silent shaft. Harmonic balancer; intake manifold; exhaust manifold; vacuum pump; freeze plugs; EGR cooler; throttle valve cable; engine mounts; glow plugs. Engine block, oil pan and cylinder heads are covered only if damaged by the failure of an internal lubricated part.

TURBO CHARGER/SUPER CHARGER – (factory installed only) Turbocharger/Supercharger Housing and all internal lubricated parts.

**TRANSMISSION** – All internal lubricated parts within the transmission including torque converter, valve body, valve body shift solenoids, accumulator rings, accumulators, adjusters, bands, bearings, boost valve, center support chain, check balls, clips, clutch drums, clutch piston, clutch packs (automatic transmission only), control rings, counter shaft, detent valve, gears, governor, governor gear, output shaft, parking gear, planetary gears carrier, planetary gears, pressure regulator valve, pressure switches, ring gears, roll pins, separator plate, servo rings, servo sleeves, shift forks, shift shafts, shift valves, shifter shaft, snap rings, sprags, springs, sprockets, stator shaft, sun gear shell, sun gears, synchronizer hub, synchronizer key(s), synchronizer ring, synchronizer sleeves, synchronizer springs, synchronizer(s), transfer shaft. Transmission mounts; transmission mount bushings; drive axle shafts; constant velocity joints; flywheel/flexplate; transmission cooler; oil lines; detent cable; detent cam; detent cam spring; front pump; front pump gears; front pump guide rings; front pump vanes; range selector cable; retainers; side cover; vacuum modulator; external switches and solenoids; electronic controller;

speed sensor; speedometer cable; neutral safety switch; auxiliary valve body; modulator valve; parking pawl; speedometer drive gear. Transmission cases, housings, and transmission oil pan are covered only if damaged by the failure of an internal lubricated part.

**TRANSFER CASE** - All internal lubricated parts within the transfer case including main shaft, output shafts, bearings, drive sprocket, synchronizers, planet carriers, shift forks, chain. Transfer case is covered only if damaged by the failure of an internal lubricated part.

**FRONT WHEEL DRIVE/REAR WHEEL DRIVE SYSTEM**—All internal lubricated parts within the drive axle/ transaxle assembly including differentials, ring gear, pinion gear, pinion bearings, axle bearings, axle races, axle flange, carrier bearing, center bearings, differential carrier, drive axle bearings, pins, retainers, shims, side gears, slip joint, spider gears. Pinion flange; U joints; axle shafts; CV joints; drive axle; drive shaft; flex disc; half shafts; hub bearings; wheel bearings; yokes; lock ring; lock nuts. Drive axle housing is covered only if damaged by the failure of an internal lubricated part.

FOUR WHEEL DRIVE/ALL WHEEL DRIVE SYSTEM - All internal lubricated parts within the drive axle/ transaxle assembly including differentials, ring gear, pinion gear, pinion bearings, axle bearings, axle races, axle flange, carrier bearing, center bearings, differential carrier, drive axle bearings, pins, retainers, shims, side gears, slip joint, spider gears. Pinion flange; U joints; axle shafts; CV joints; drive axle; drive shaft; flex disc; half shafts; wheel bearings; yokes; lock ring; lock rings; Automatic locking hubs; manual locking hubs; hub bearings; four-wheel drive actuator motor, front axles; front drive shaft; four-wheel drive engagement switch. Drive axle housing is only covered if damaged by the failure of an internal lubricated part.

**SEALS AND GASKETS**- Seals and Gaskets of covered components designed to prevent the loss of necessary coolants, lubricants and fluids are covered. Coverage will expire when your vehicle reaches 150,000 miles as indicated on your odometer or the expiration of the term of this Agreement, whichever occurs first. After, 150,000 miles seals and gaskets will be covered only if required in conjunction with a covered repair.

### **POWERTRAIN + COVERAGE**

Parts covered include but are not limited to all components listed in Powertrain Coverage in addition to the following:

**AIR CONDITIONING AND HEATING** – Heater core; blower motor; air conditioning compressor; clutch and/ or pulley; condenser; evaporator; receiver dryer; orifice tube; expansion valve; accumulator; high/low cut-off switches; cycling switch; power module, controller and relay; dash control unit/temperature control programmer; heater control valve; idler pulley; idler pulley bearing; serpentine belt tensioner; electronic temperature control sensors; temperature sensor internal; ambient temperature sensor.

**COOLING SYSTEM** – Water pump; belt tensioners; radiator; thermostat; oil cooler; cooling fan clutch; cooling fan electric motors; fan blade assembly; coolant reservoir sensor.

**GASOLINE FUEL SYSTEM** – Fuel tank; fuel sending unit; fuel pump; fuel injectors; fuel injection rails; fuel pressure regulator; metal fuel lines; throttle body; idle air control solenoid; idle air control motor; warm up regulator.

**DIESEL FUEL SYSTEM** – Fuel tank; fuel sending unit; fuel pump; high pressure fuel pump; lift pump; accessory vacuum pump and injector pump; fuel injectors; fuel distributor; fuel pressure regulator; fuel/water separator; metal fuel lines; throttle body; idle air control solenoid; idle air control motor; warm up regulator.

**ELECTRICAL** – Alternator, voltage regulator; distributor (excludes cap, rotor and spark plug wires); distributor shaft; distributor bushings; distributor gear; distributor housing; horns; oil pressure sending unit; engine

management sensors; all wiring harnesses; ignition coil; ignition module; ignition switch; ignition lock cylinder; main electronic control unit; powertrain control module; transmission control module; body control module; anti-theft system; anti-theft system switches, sensors and siren; starter motor; starter solenoid; starter drive; convertible top engagement switch and motor only; cruise control module; cruise control switch; cruise control cancellation switch; cruise control resume switch; power door lock actuators; power door lock solenoids; head lamp door motors only; primary instrument cluster; electronic driver information display, display module and power supply; dome and map light assemblies; power seat motor and transmission; seat heater assembly; brake light switch; defogger switch; rear defroster; headlight switch; power mirror switch; sunroof switch; back up light switch; turn signal switch; washer pump switch; window switches; wiper switch; trunk lid release switch; trunk lid release activator and motor; washer pump motor; windshield wiper motor; rear wiper motor; headlight wiper motor; power window motor; power window gear; power window regulator; power window lift tape; safety restraint system; air bag; air bag control module; air bag sensors and switches; impact sensors; illuminated visors.

**SUSPENSION** – Upper and lower control arms; control arm shafts and bushings; radius arm and bushings; trailing arm; track bar; stabilizer shaft, links, and bushings; upper and lower ball joints; torsion bars; torsion bar mounts; torsion bar bushings; coil springs; leaf springs; steering knuckles; strut bar; strut mounts; strut bushings; strut and strutinserts; spindles; steering dampener; electronic height level sensor; electronic height level controller; electronic height level air compressor; compressor relay; mode switch; wheel bearings; wheel seals.

**BRAKES** – Brake master cylinder; brake power assist boosters; brake power assist valves; disc brake calipers; bleeders; brake adjusters; backing plates, brake pedal apply pin; wheel cylinders; combination valve; proportioning valve; metering valve; brake hydraulic lines and fittings; vacuum and fluid reservoirs; hydroboost unit; parking brake cable; pressure differential switch; brake fluid level sensor; residual pressure check valve; return spring; self adjuster mechanism; springs clips and retainers; parking brake lever; parking brake ratchet assembly.

ABS SYSTEM – ABS booster; ABS pump/motor; ABS control processor; ABS dump valve; ABS sensors; ABS solenoids; ABS electronic control compressor; ABS hydraulic control unit; ABS modulator valve; ABS compensating valve; ABS accumulator.

STEERING – Steering gear; rack and pinion; rack and pinion mounts and bushings; power steering pump; power steering hoses and couplings; power steering cooler; steering main and intermediate shafts; steering column; steering column bearings; steering column couplers; electronic power steering motor; steering box; pitman arm; idler arm; tie rods; drag link; tilt wheel mechanism; rack bellows; center link; control valve; relay rod.

**SEALS AND GASKETS**- Seals and Gaskets of covered components designed to prevent the loss of necessary coolants, lubricants and fluids are covered. Coverage will expire when your vehicle reaches 150,000 miles as indicated on your odometer or the expiration of the term of this Agreement, whichever occurs first. After, 150,000 miles seals and gaskets will be covered only if required in conjunction with a covered repair.

### **COMPREHENSIVE COVERAGE**

Parts covered include but are not limited to all components listed in Powertrain Plus Coverage in addition to the following:

**AUDIO** – (Factory installed only) AM radios, AM/FM radios, satellite radios, antenna motor, cassette players, CD players, and CD changers (excluding speakers and graphic equalizers).

HYBRID SYSTEM – IMA control unit for battery; IMA control unit for electric motor; junction board assembly;

IMA motor stator assembly; IMA motor rotor assembly; PDU unit (pre-driver); PDU converter.

**ENTERTAINMENT AND NAVIGATION** – (Factory installed only) DVD players, VHS players, and navigation equipment.

### **SMART TECH COVERAGE**

If You selected SMART TECH Coverage, this Agreement will cover the following factory installed components:

SMART TECH – The following Factory Installed Components/Systems: Speaker system; Rear Entertainment System; Hot-Spot WiFi Module; Bluetooth Systems; Collision Avoidance System; Blind Spot Monitoring System; Park Assist System; Keyless Access System (not key fob); Remote Start System; Homelink/Garage Door Control Transmitter; Electronic transmitting and receiving devices, DVD Players; VHS Players; Telephones; Radar Detectors; GPS Equipment / System; and Gaming System. Smart Tech coverage will expire when your vehicle reaches 150,000 miles as indicated on your odometer or the expiration of the term of this Agreement, whichever occurs first. All aftermarket components are excluded.

# TOTAL EXCLUSIONARY COVERAGE

If You selected TOTAL EXCLUSIONARY Coverage, this Agreement will cover necessary repairs to ALL of Your Vehicle's components, except for those items listed under "WHAT IS NOT COVERED" in this Agreement.

#### F. WHAT IS NOT COVERED

# F1. PARTS AND SERVICES NOT COVERED

This Agreement does NOT provide coverage for any of the following parts or services:

- (a) Interior maintenance, adjustment and wear items including buttons, carpet, water leaks, dash pad, door and window handles, knobs, rearview mirror (glass, housing, housing contents), and trim.
- (b) Exterior maintenance, adjustment and wear items including but not limited to glass, service adjustments for body parts, bright metal, bumpers, body panels, door handles, latches, hinges, moldings, outside ornamentation, convertible or vinyl tops, paint rust, sheet metal, side-view mirrors (glass, housing, housing contents), air and water leaks, weather-strip, wheel covers/ornaments, wind noise, and physical damage to alignment, bumper, or body parts.
- (c) Service adjustments/cleaning, a contaminated fuel system, air conditioning recharge, all batteries, all hybrid batteries, electronic transmitting and receiving devices failure due to battery loss of capacity, battery cables, fuses, relays, bolts and fasteners, belts, brakes (drums, shoes, linings, disc rotors and pads), exhaust system (including catalytic converter), lights (ANY COMPONENT WHOSE ONLY PURPOSE IS FOR ILLUMINATION, SUCH AS BUT NOT LIMITED TO: SEALED BEAMS, HIGH INTENSITY DISCHARGE (XENON) HEADLAMP, LEDS, LIGHT BULBS, LENSES), manual clutch, pressure plate throw out bearings, clutch master or slave cylinder, manual transmission clutch disc and lining, shock absorbers, spark plugs and wires, squeaks or other noises, tires, tune-ups, wheel balancing and alignment, wheel studs, wiper blades, shop supplies, friction materials, glass, hoses (except steering and air conditioning). Filters, lubricants, coolants, refrigerants, fluids and taxes (where required by law) will be covered only if required in conjunction with the repair or replacement of a Covered Part.
- (d) A replacement part not supplied by the Vehicle manufacturer, unless it is of a kind and

quality compatible with the design specifications and wear tolerances of the vehicle manufacturer.

- (e) Cases, housing, engine block and cylinder heads are covered only if damaged by the failure of an internally lubricated part.
- (f) Unless Smart Tech option or Total Exclusionary Coverage has been selected and paid for the following Factory Installed Components/Systems: Speaker system; Rear Entertainment System; Hot-Spot WiFi Module; Bluetooth Systems; Collision Avoidance System; Blind Spot Monitoring System; Park Assist System; Keyless Access System (not key fob); Remote Start System; Homelink/Garage Door Control Transmitter; Electronic transmitting and receiving devices, DVD Players; VHS Players; Telephones; Radar Detectors; GPS Equipment / System; and Gaming System. All aftermarket components are excluded.
- (g) Seals and Gaskets on Covered Parts are not covered for premature failure on vehicles with over 150,000 miles on the odometer at the time of failure. After 150,000 miles seals and gaskets will be covered only if required in conjunction with a covered repair.

# F2 VEHICLES NOT COVERED

This Agreement does NOT provide coverage for any of the following vehicles:

- (a) Vehicles not certified for sale within the United States, salvaged vehicles, vehicles that have been declared a total loss, and vehicles that have been sold for scrap.
- (b) Trucks or vans with a Gross Vehicle Weight (GVW) in excess of 13,300 lbs.
- (c) Vehicles used for construction purposes, delivery purposes, commercial towing, commercial farm operation, volunteer public service(s), snow plowing, rental, livery, taxi, motor pool vehicles, or any type of emergency vehicle. (This does not include rideshare i.e. Uber or Lyft)
- (d) Vehicles used for on or off road racing or vehicles which are equipped or used for towing in excess of what is recommended by the manufacturer.
- (e) Vehicles with modifications or alterations to the powertrain, exhaust system and suspension that do not meet manufacturer's specifications or are not approved by the Vehicle manufacturer, including but not limited the failure of any custom or add-on part, all frame or suspension modifications not recommended by manufacturer, lift kits over 6 inches, drops exceeding 4 inches, any tire that is not recommended by the original manufacturer if it creates an odometer/speedometer variance of greater than 4%, trailer hitches (unless factory installed). Also not covered are any emissions and/or exhaust systems modifications, engine modifications, transmission modifications, and/or drive axle modifications, which includes any performance modifications.

### F3. CONDITIONS NOT COVERED

This Agreement does NOT provide coverage under any of the following circumstances/ conditions:

- (a) Any repair(s) and/or replacement(s) not authorized by Us prior to the commencement of any repair(s) or for loss, damage or expense arising from or incurred in connection with repairs performed without receipt of prior authorization from Us.
- (b) Loss, damage or expense resulting directly or indirectly from an intentional, dishonest, fraudulent, criminal or illegal act committed by You, Your employee or agent, or occurring due to confiscation or repossession.

- (c) A breakdown caused by accident, civil commotion or riot, nuclear contamination, collision (including roadbed collision) or upset, glass breakage, earthquake, explosion, volcanic eruption, falling objects, fire or smoke, flood, fluid contamination, freezing, fuel contamination, fuels containing more than 10% ethanol, Biofuel, gas with lower octane rating than required by the manufacturer, use of motor oil, or any other type of lubricant that is not recommended by the manufacturer hail, lightening, malicious mischief, oil contamination, theft or larceny, vandalism, water, water contamination, windstorm and other external forces or events.
- (d) Breakdown of any part which the United States Environmental Protection Agency (EPA) has determined to be emission related, which is included on a current list published by the EPA of such parts, and which is within the EPA time and mileage emissions warranty period.
- (e) Any loss, damage, or expense normally covered by a standard automobile insurance policy including personal or property liability coverages, comprehensive coverages or uninsured motorist coverages.
- (f) The repair or replacement of a covered part that any manufacturer warranty or any other coverage or other reason the manufacturer, importer, distributor, seller or repairer of the vehicle will repair or replace the part at its expense or at a reduced cost. Sole coverage for such repairs or replacements shall rest with the manufacturer or other coverage provider. This does not apply to notices that do not provide manufacturer or other coverage provider payment, such as tool or repair directives without coverage, or acknowledgement of a known or common failure that has no coverage, but rather is just a notification that potentially saves time in diagnosis and/or repair.
- (g) Breakdown of a covered part caused by a non-covered part.
- (h) Components or parts which have not failed or resulted in a Breakdown, but are replaced based on the manufacturer's or the State Licensed / Licensed Repair Facility's recommendation.
- (i) A breakdown caused by negligence, misuse, improper servicing or failure by You to perform manufacturer required/recommended maintenance services.
- (j) A breakdown caused by the lack of proper and necessary amounts of coolants or lubricants, or resulting from carbon, contaminate(s) and contamination of fluids, environmental damage, foreign object(s), rust or corrosion, sludge, salt, or due to leaking fluids, fuels, coolants or lubricants from non-covered parts. Any repair or replacement of any covered part if a Breakdown / Mechanical Breakdown has not occurred. Gradual reduction in operating performance is not covered unless it exceeds the published tolerances allowed by the manufacturer. Valves, valve guides, valve seals, and/or piston rings are not covered if the purpose of such is simply to raise the engine's compression, performance, or to reach acceptable oil consumption.
- (k) A breakdown of any part if the odometer is inoperative for more than one (1) month or one thousand (1,000) miles or has been tampered with or has been disconnected subsequent to Your purchase of the Vehicle.
- (I) Damage caused by Your failure to take reasonable precautions to prevent damage when an apparent problem exists (e.g., change in engine temperature condition, unusual noises, leaking fluids, shaking, unusual shifting, illuminated warning lights, etc).
- (m) A breakdown or repair occurring outside the United States, its territories and possessions, or Canada.
- (n) Any fees or expenses charged for the disposal, cleanup, neutralization, removal, treatment or detoxification of environmentally unsafe materials.

- (o) Any Breakdown occurring before Breakdown Coverage takes effect. Coverage begins upon the expiration of the Validation Period (if applicable). Pre-Existing conditions are not covered.
- (p) If the information provided by You, or the State Licensed / Licensed Repair Facility cannot be verified as accurate or is found to be deceptively inaccurate.
- (q) Incidental or consequential damages, except as expressly provided otherwise in this Agreement, including personal injury, physical damage, loss of use, loss of time, storage charges, inconvenience and commercial loss.
- (r) Any PRE-EXISTING condition 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.
- (s) All COVERED PARTS not in good working order prior to sale for the Vehicle.

### G. YOUR RESPONSIBILITIES

# (1) MAINTENANCE REQUIREMENTS

You must keep all fluids at proper levels and have Your Vehicle checked and serviced in accordance with the manufacturer's recommendations as outlined in the Owner's Manual provided by the manufacturer of Your Vehicle.

NOTE: Your Vehicle Owner's Manual lists different servicing recommendations based on Your individual driving habits and climate conditions. You are required to follow the maintenance schedule that applies to Your conditions. Failure to follow the manufacturer's recommendations that apply to Your specific conditions may result in the denial of Coverage.

### (2) PROOF OF MAINTENANCE LOG

It is required that You retain "Proof" of maintenance for the service and/or repair work on Your Vehicle, regardless if work was performed by You'r a State Licensed / Licensed Repair Facility. "Proof" means repair orders from a State Licensed / Licensed Repair Facility or a self-maintained log that has corresponding "purchase receipts" for all maintenance performed, including the current mileage at the time service was performed. The self-maintained log without corresponding "purchase receipts" is not acceptable "proof" of maintenance. Repair order must be readable and understandable, with customer complaint and repair diagnosis, parts, labor hours, vehicle identification number, date, vehicle mileage, Your name and signature, State Licensed / Licensed Repair Facility name, address and phone number, repair totals, Deductible (if applicable), and method of payment to satisfy the repair order. "Proof" of maintenance and/or Your self-maintained log with corresponding receipts, may be requested by the Administrator for related repairs.

# (3) EMERGENCY REPAIRS - (non-business hours only):

Emergency repairs are only those repairs, which, if not performed, would render Your Vehicle inoperable or unsafe to drive and impair its future operation. If emergency repairs covered by this Agreement are required outside the Selling Dealer's or Administrator's business hours, You should deliver Your Vehicle to a Licensed State Licensed / Licensed Repair Facility and have the necessary repairs performed at a reasonable and customary charge. On the next business day, You should report the repairs to the Administrator for reimbursement.

# SECTION FOUR - AGREEMENT GENERAL PROVISIONS

### A. AGREEMENT GENERAL PROVISIONS

- (1) If We ask, You agree to assist Us in enforcing Your rights against any manufacturer or State Licensed / Licensed Repair Facility that may have responsibility to You for the cost of repairs covered under this Agreement.
- (2) We may require You to assign Your rights of recovery against others in the event that We pay for any claim made under this Agreement. We will not pay for any claim hereunder if You impair these rights of recovery. You may not waive Your right(s) to recover from others.
- (3) Administrator reserves the right to demand a Power of Attorney from contract holder allowing Administrator to speak to Manufacturer, Manufacturer Warranty or Vehicle Service Contract Provider or any other Vehicle Service Contract Provider.
- (4) If more than one service agreement/contract, warranty or insurance policy can be applied to a claim, coverage under this Agreement shall be excess over all other such coverage(s), whether collectible or not. However, when You are required to pay a deductible for a Breakdown covered under another service agreement/contract, warranty or insurance policy, this Agreement will reimburse You for such deductible if the Breakdown would have been covered under this Agreement. The maximum benefit per each covered Breakdown deductible reimbursement shall be one hundred dollars (\$100.00).

### B. LIMITS OF LIABILITY

For any one repair visit, all benefits paid or payable shall not exceed the N.A.D.A. official used car guide average trade-in value of Your vehicle at the instant prior to the Covered Repair failure. The aggregate total of all benefits paid or payable during the TERM of this Agreement shall not exceed the price YOU paid for YOUR vehicle; Not to exceed the N.A.D.A. retail value at the time of purchase. If the N.A.D.A. Official Used Car guide vehicle valuation is unavailable, not widely recognized or not commonly used in the geographic area, Administrator may use another market retail valuation method.

#### C. TRANSFER

Conditions and rights regarding transfer in the state where You purchased this Agreement may be different from the conditions and rights set forth in this subsection. Please read SECTION FIVE, "SPECIAL STATE DISCLOSURES AND REQUIREMENTS" for the state in which You purchased this Agreement. This Agreement applies only to You and the Vehicle listed on the Declarations Page. Only You can transfer this Agreement. This Agreement cannot be transferred to or from an automobile dealer. We will allow a transfer of this Agreement only if each of the following conditions, if applicable, are met:

- (1) You have requested a transfer request form from Us within fifteen (15) days of the change of ownership of the Vehicle.
- (2) Within thirty (30) days of change of ownership You provide Us with the following:
  - (a) Copies of sales receipts, invoices or work orders showing the date, mileage, and service(s) performed to evidence that all of the manufacturer's maintenance requirements have been met.
  - (b) Documented certification of the Vehicle's odometer reading at the time of ownership transfer.
  - (c) If applicable, copies of all documents sent to the manufacturer to effect transfer of Your factory warranty. Any remaining manufacturer's warranty must also be transferred at the same time as Vehicle ownership transfer.
  - (d) Atransfer fee of fifty (\$50.00) dollars. Only a check or a money order will be accepted.
  - (e) The completed transfer request form with all required signatures.
- (3) If the transferee does not receive a confirmation of transfer within forty-five (45) days after change of ownership, the transferee should notify Us.

### D. 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 Limit of this Agreement will be modified to reflect the portion of the Agreement that You have paid for. The modified Term and Mileage Limit of the Agreement will be calculated on a pro-rata basis by adding the time and mileage that you have paid for to the Agreement Purchase Date and Vehicle Odometer Mileage on the Agreement Purchase Date as listed on the Declarations Page. You may contact the Administrator toll-free at 855-292-9311 to obtain the modified Term and Mileage Limits.

#### **D1. FINANCIAL AGREEMENTS**

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

### D2. RENEWABLE COVERAGE

All Vehicle Service Agreements may be replaced upon expiration in accordance with the guidelines outlined herein. The request for replacement must be made at least thirty (30) days and/or one thousand (1,000) miles prior to the expiration of the Vehicle Service Agreement in order to qualify for a Replacement Agreement. The Vehicle must meet the then-current underwriting guidelines relative to the Vehicle eligibility and Coverage availability. If all the above criteria are met, We may issue a Replacement Vehicle Service Agreement. A Vehicle Service Agreement may be issued subject to the payment of the amount due on the type of Vehicle being covered, for the Plan purchased, pursuant to the then current rates and guidelines.

#### E. CANCELLATION

Conditions and rights regarding cancellation in the state where You purchased this Agreement may be different from the conditions and rights set forth in this subsection. Please read SECTION FIVE, "SPECIAL STATE DISCLOSURESAND REQUIREMENTS" for the state in which You purchased this Agreement.

- 1. The Agreement Holder may cancel this Agreement by contacting your issuing Seller.
- 2. If the Vehicle and this Agreement have been financed, the lienholder may cancel this Agreement for non-payment, or if the vehicle has been declared a total loss or has been repossessed. The rights under this Agreement are transferred to the lienholder and the lienholder is also entitled to any refund.
- 3. The Agreement Holder may cancel this Agreement within thirty (30) days of the Agreement Purchase Date, if no claim has been made, and receive a full refund of the total Agreement Purchase price. The Agreement Holder may cancel this Agreement at any other time and receive a pro-rate refund of the total Agreement Purchase Price based on the greater of the days in force or the miles driven compared to the total Agreement term, less the applicable cancellation fee in the amount of seventy five (\$75.00) dollars. 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 issues hereunder shall be issued less the value of any services received by the contract holder (including claims paid).
- 4. In the event the purchase price of YourAgreement 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 the Agreement Holder.
- 5. All refunds will be issued through the Seller from whom the Agreement was purchased.

Administrator reserves the right to cancel this Agreement upon the occurrence of any of the following:

• Failure by the Agreement Holder 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 effective date of this Agreement 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 purposes.
- A material change in the nature or extent of the required service or repair which occurs after the effective
  date of this Agreement 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 the Agreement Holder the Administrator will not charge a cancellation fee if this Agreement is cancelled by the Administrator.
- If the ADMINISTRATOR cancels this Vehicle Service Contract 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, a prorata 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.

#### F. FOR ASSISTANCE

IN THE EVENT OF A BREAKDOWN, CANCELLATION, TRANSFER, OR FOR ANY OTHER QUESTIONS OR CONCERNS, CALL 855-292-9311 TOLL FREE FOR EMERGENCY ROADSIDE ASSISTANCE, CALL 888-246-2014 TOLL FREE.

#### G. ROADSIDE ASSISTANCE

Emergency Roadside Assistance is available 24 hours a day, every day of the year throughout the United States & Canada. Your coverage begins on the date shown on this contract and terminates on either the expiration date shown or at the expiration of your contract. You will only have to pay for any non-covered expenses or costs in excess of your one hundred (\$100) dollar per occurrence maximum. Service must be a covered benefit under the terms and conditions of this contract and is available only for the specific Covered Vehicle registered with Auto Knight Motor Club as part of this contract. "Covered Vehicle" is defined as the vehicle listed on the application for this contract and registered with Auto Knight Motor Club (Vehicle Identification Number and Year, Manufacturer and Model).

All of the emergency roadside assistance services are administered by Auto Knight Motor Ctub, Inc. administrative offices located at 10151 Deerwood Park Blvd., Bldg. 100, Ste. 500, Jacksonville, FL 32233. All entities are collectively referred to as "Auto Knight" throughout these Terms and Conditions.

Just call TOLL-FREE 1-888-246-2014 and a service vehicle will be dispatched to your assistance. Important: Please be with your Covered Vehicle when the service provider arrives, unless it is unsafe to remain with the vehicle, as the provider cannot service an unattended vehicle. In the event that service is not obtainable through Auto Knight, 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 for authorization to obtain independent services.

The following items are not included as part of the emergency 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 Covered Vehicle in the commission of a felony. Cost of parts, replacement keys, fluids, lubricants, or 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 a vehicle. Tire Repair. Extrication or Winching. Motorcycles, trucks over one and a half ton capacity, antique vehicles (meaning vehicles over twenty (20) years old or out of manufacture for ten (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 state 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 regularly 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 covered vehicle in need of routine maintenance or repair. Services received independently from Auto Knight without prior authorization from Auto Knight. Only one disablement for the same service type during any seven day period will be accepted. THIS IS NOT A ROADSIDE ASSISTANCE REIMBURSEMENT SERVICE.

Thefollowing SPECIAL STATEDISCLOSURES AND/OR REQUIREMENTS apply to this Agreement and supersede any other provision(s) hereinto the contrary. We have made every effort to include all required state notices; however, should a required notice be in effect as of the date. You purchased this Agreement not be listed below, such state law or regulation will take precedence over the terms of this Agreement.

#### ALABAMA:

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

Thefollowing SPECIAL STATEDISCLOSURES AND/OR REQUIREMENTS apply to this Agreement and supersede any other provision(s) hereinto the contrary. We have made every effort to include all required state notices; however, should a required notice be in effect as of the date. You purchased this Agreement not be listed below, such state law or regulation will take precedence over the terms of this Agreement.

### ALASKA:

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



Thefollowing SPECIAL STATEDISCLOSURES AND/OR REQUIREMENTS apply to this Agreement and supersede any other provision(s) hereinto the contrary. We have made every effort to include all required state notices; however, should a required notice be in effect as of the date. You purchased this Agreement not be listed below, such state law or regulation will take precedence over the terms of this Agreement.

### **ARKANSAS**

SECTION FOUR, E CANCELLATION, ITEM 3 is amended with the following: Cancellation fee may not exceed fifty (50) dollars. Claims paid will not be deducted from Your cancellation refund amount.



Thefollowing SPECIAL STATEDISCLOSURES AND/OR REQUIREMENTS apply to this Agreement and supersede any other provision(s) hereinto the contrary. We have made every effort to include all required state notices; however, should a required notice be in effect as of the date. You purchased this Agreement not be listed below, such state law or regulation will take precedence over the terms of this Agreement.

### **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 Lyndon Southern Insurance Company 10151 Deerwood Park Blvd., Bldg. 100, Ste. 500, Jacksonville, FL 32256, Tel: (800) 888-2738. Policy Number 42OWNERSHLD



Thefollowing SPECIAL STATEDISCLOSURES AND/OR REQUIREMENTS apply to this Agreement and supersede any other provision(s) hereinto the contrary. We have made every effort to include all required state notices; however, should a required notice be in effect as of the date. You purchased this Agreement not be listed below, such state law or regulation will take precedence over the terms of this Agreement.

#### CONNECTICUT:

Unresolved complaints may be addressed to the State of Connecticut, Insurance Department, P.O. Box 816, Hartford, CT 06142-0816, Attention: Consumer Affairs. If the warranty period is less than one (1) year, the coverage is automatically extended if the product is being repaired when the warranty expires. CANCELLATION section is amended as follows: You may cancel this Agreement at any time for any reason by submitting a written request to the Dealer/Seller containing a copy of Your Agreement.

Thefollowing SPECIAL STATEDISCLOSURES AND/OR REQUIREMENTS apply to this Agreement and supersede any other provision(s) hereinto the contrary. We have made every effort to include all required state notices; however, should a required notice be in effect as of the date You purchased this Agreement not be listed below, such state law or regulation will take precedence over the terms of this Agreement.

#### **GEORGIA:**

#### SECTION THREE F.2. VEHICLES NOT COVERED

- (e) "Vehicles with modifications or alterations to the powertrain, exhaust system and suspension made by you or with your knowledge that do not meet manufacturer's specifications or are not approved by the Vehicle manufacturer, including but not limited the failure of any custom or add-on part, all frame or suspension modifications not recommended by manufacturer, lift kits over 6 inches, drops exceeding four (4) inches, any tire that is not recommended by the original manufacturer if it creates an odometer/speedometer variance of greater than four (4%) percent, trailer hitches (unless factory installed). Also not covered are any emissions and/or exhaust systems modifications, engine modifications, transmission modifications, and/or drive axle modifications, which includes any performance modifications. SECTION THREE, F.3 CONDITIONS NOT COVERED, LINES (j), (k), (o), (p) and (r) are deleted and replaced with the following:(j/k). For any Breakdown caused by misuse, abuse, negligence, lack of normal maintenance required by the manufacturer's maintenance schedule for Your Vehicle, or improper servicing or repairs subsequent to purchase. For any Breakdown caused by contaminants resulting from Your failure to perform recommended maintenance services, or failure to maintain proper levels of lubricants and/or coolants, or Breakdowns caused by fuels containing more than 10% Ethanol (if the engine was not manufactured for this fuel mixture), or for any damage by or resulting from overheating regardless of the cause, or failure to protect Your Vehicle from further damage when a Breakdown has occurred or failure to have Your Vehicle towed to the service facility when continued operation may result in further damage. Continued operation includes Your failure to observe warning lights, gauges, or any other signs of overheating or component failure, such as fluid leakage, slipping, knocking, or smoking, and not protecting Your Vehicle by continuing to drive creating damage beyond the initial failure.
- (o) Any Breakdown occurring before Breakdown Coverage takes effect. Pre-existing conditions known to you are not covered.
- (p) If the information provided by you cannot be verified as accurate or is found to be deceptively inaccurate.
- (r). Any PRE-EXISTING condition known to you, 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. Only those alterations made to Your Vehicle while owned by You are excluded as noted in SECTION THREE, F.2VEHICLES NOT COVERED, ITEM (e). We may cancel this Agreement for non-payment of the Agreement charge, for material misrepresentation, or for fraud and no administration fee will be charged. The cancellation shall be in writing and shall not be less than 30 days from the date of mailing or delivery in person of such notice of cancellation. (If this Agreement is cancelled after the first thirty (30) days or a claim has been filed, We will refund an amount of the Agreement charge according to the pro-rata method reflecting the greater of the days in force or the miles driven based on the term of the plan selected and the date Coverage begins. An administration

fee not to exceed 10% of the pro-rata amount will be applied if this Agreement is cancelled by You. If You cancel the agreement within 30 days of the agreement purchase date, the cancellation fee will not be charged. If You

have cancelled this Agreement and have not received the refund from Us or the Administrator within sixty (60) days of such cancellation, You may contact the Insurance Company identified on the Declarations Page. In the event of cancellation You will not be charged for claims paid or repair service fees.

SECTION FOUR, D. PAYMENT PLAN PROVISIONS is amended with the Following: The Payment Plan Provider must hold a power of attorney in order to modify the agreement to reflect the portion paid for by the contract holder.

SECTION FOUR, D1. FINANCIAL AGREEMENTS is amended with the Following: The funding party may only cancel for nonpayment if they hold a power of attorney.

SECTION FOUR, E. CANCELLATION, ITEM 5 is deleted and replaced with the Following: 5. If this Agreement was financed (purchased on a payment plan) by a funding party, the funding party shall be entitled to any refund(s) resulting from cancellation of this Agreement for any reason including repossession of Your Vehicle, or total loss of Your Vehicle. Failure to make monthly payments in a timely manner may result in cancellation of this Agreement and no refund will be due and no claims will be approved. The lienholder shown on the Declarations Page may only cancel this Agreement if they hold power of attorney.

The validation period will not exceed 30 days (1 month) or 1000 miles.

Thefollowing SPECIAL STATEDISCLOSURES AND/OR REQUIREMENTS apply to this Agreement and supersede any other provision(s) hereinto the contrary. We have made every effort to include all required state notices; however, should a required notice be in effect as of the date. You purchased this Agreement not be listed below, such state law or regulation will take precedence over the terms of this Agreement.

#### **IDAHO:**

Coverage afforded under this Agreement is not guaranteed by the Idaho Insurance Guarantee Association. The cancellation fee may not exceed fifty (\$50) dollars. 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 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.

Thefollowing SPECIAL STATEDISCLOSURES AND/OR REQUIREMENTS apply to this Agreement and supersede any other provision(s) hereinto the contrary. We have made every effort to include all required state notices; however, should a required notice be in effect as of the date. You purchased this Agreement not be listed below, such state law or regulation will take precedence over the terms of this Agreement.

### ILLINOIS:

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



Thefollowing SPECIAL STATEDISCLOSURES AND/OR REQUIREMENTS apply to this Agreement and supersede any other provision(s) hereinto the contrary. We have made every effort to include all required state notices; however, should a required notice be in effect as of the date. You purchased this Agreement not be listed below, such state law or regulation will take precedence over the terms of this Agreement.

#### INDIANA:

Your proof of payment to the Dealer/Seller for this Agreement shall be considered proof of payment to Lyndon Southern Insurance Company, which guarantees Our obligations to You. This Agreement is not insurance and is not subject to Indiana insurance law. In the event the Obligor fails to pay an authorized claim within sixty (60) days after proof of loss has been filed, or in the event the obligor fails to make any refund owed and not paid upon cancellation of the service contract, You may file a direct claim with Lyndon Southern Insurance Company 10151 Deerwood Park Blvd., Bldg. 100, Ste. 500, Jacksonville, FL 32256, Tel: (800) 888-2738.

Thefollowing SPECIAL STATEDISCLOSURES AND/OR REQUIREMENTS apply to this Agreement and supersede any other provision(s) hereinto the contrary. We have made every effort to include all required state notices; however, should a required notice be in effect as of the date You purchased this Agreement not be listed below, such state law or regulation will take precedence over the terms of this Agreement.

#### IOWA:

lowa residents only may contact the lowa Insurance Commissioner at the following address: lowa Insurance Division, Two Ruan Center, 601 Locust Street, 4th Floor, Des Moines, Iowa 50309-3738 (515) 281-5705. In the event the Obligor fails to pay an authorized claim within sixty (60) days after proof of loss has been filed, or in the event the obligor fails to make any refund owed and not paid upon cancellation of the service contract, You may file a direct claim with Lyndon Southern Insurance Company 10151 Deerwood Park Blvd., Bldg. 100, Ste. 500, Jacksonville, FL 32256, Tel: (800) 888-2738. This Agreement is subject to applicable provisions of lowa consumer credit code, chapter 537. CANCELLATION section is amended as follows: If You are the original Agreement Holder and You cancel this Agreement within thirty (30) days of the original Agreement Purchase Date, a ten percent (10%) penalty per month shall be added to a refund that is not made within thirty (30) days of return of this Agreement to Us. If You cancel the Agreement, written notice of such cancellation will be mailed to You within fifteen (15) days of the date of cancellation.

Thefollowing SPECIAL STATEDISCLOSURES AND/OR REQUIREMENTS apply to this Agreement and supersede any other provision(s) herein to the contrary. We have made every effort to include all required state notices; however, should a required notice be in effect as of the date You purchased this Agreement not be listed below, such state law or regulation will take precedence over the terms of this Agreement.

#### KENTUCKY:

Transfer fee is not applicable. Cancellation fee is not applicable.



Thefollowing SPECIAL STATEDISCLOSURES AND/OR REQUIREMENTS apply to this Agreement and supersede any other provision(s) hereinto the contrary. We have made every effort to include all required state notices; however, should a required notice be in effect as of the date. You purchased this Agreement not be listed below, such state law or regulation will take precedence over the terms of this Agreement.

#### MAINE:

The provider of the service contract shall mail a written notice to the service contract holder at the last known address of the service contract holder contained in the records of the provider at least 15 days prior to cancellation by the provider. The notice must state the effective date of the cancellation and the reason for the cancellation. If a service contract is cancelled by the provider for a reason other than nonpayment of the provider fee, the provider shall refund to the service contract holder 100% of the unearned pro rata provider fee, less any claims paid. An administrative fee not to exceed 10% of the provider fee paid by the service contract holder may be charged by the provider. A ten percent (10%) penalty per month must be added to a refund that is not paid or credited within forty-five (45) days after return of the Agreement to the provider. In the event the Obligor fails to pay an authorized claim within sixty (60) days after proof of loss has been filed, or in the event the obligor fails to make any refund owed and not paid upon cancellation of the service contract, You may file a direct claim with Lyndon Southern Insurance Company 10151 Deerwood Park Blvd., Bldg. 100, Ste. 500, Jacksonville, FL 32256, Tel:(800) 888-2738.

Thefollowing SPECIAL STATEDISCLOSURES AND/OR REQUIREMENTS apply to this Agreement and supersede any other provision(s) hereinto the contrary. We have made every effort to include all required state notices; however, should a required notice be in effect as of the date You purchased this Agreement not be listed below, such state law or regulation will take precedence over the terms of this Agreement.

#### MARYLAND:

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

- 1. when there exists:
  - a. a material misrepresentation or fraud at the time of sale of the Agreement;
  - b. a matter or issue related to the risk that constitutes a threat to public safety; or
  - c. a change in the condition of the risk that results in an increase in the hazard insured against;
- 2. for non-payment of premium; or
- 3. due to the revocation or suspension of the driver's license or motor vehicle registration of the named insured or covered driver under the policy and for reasons related to the driving record of the named insured or covered driver.

In the event there is an open claim in which Your vehicle is undergoing repairs this Agreement will be extended automatically in order to perform the services under the service contract. Likewise, this Agreement does not terminate until the services are provided in accordance with the terms of the service contract. If Your Agreement is financed, the insurer shall return any gross unearned premiums that are due under the insurance contract, computed pro rata, and excluding any expense constant, administrative fee, or any nonrefundable charge filed with and approved by the Commissioner. The transfer fee does not apply in Maryland. In the event the Obligor fails to pay an authorized claim within sixty (60) days after proof of loss has been filed, or in the event the obligor fails to make any refund owed and not paid upon cancellation of the service contract, You may file a direct claim with Lyndon Southern Insurance Company 10151 Deerwood Park Blvd., Bldg. 100, Ste. 500, Jacksonville, FL 32256, Tel: (800) 888-2738,

Thefollowing SPECIAL STATEDISCLOSURES AND/OR REQUIREMENTS apply to this Agreement and supersede any other provision(s) hereinto the contrary. We have made every effort to include all required state notices; however, should a required notice be in effect as of the date. You purchased this Agreement not be listed below, such state law or regulation will take precedence over the terms of this Agreement.

### **MASSACHUSETTS:**

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

Thefollowing SPECIAL STATEDISCLOSURES AND/OR REQUIREMENTS apply to this Agreement and supersede any other provision(s) hereinto the contrary. We have made every effort to include all required state notices; however, should a required notice be in effect as of the date. You purchased this Agreement not be listed below, such state law or regulation will take precedence over the terms of this Agreement.

#### MINNESOTA:

CANCELLATION section is amended as follows: A ten percent (10%) penalty per month must be added to a refund that is not paid or credited within forty-five (45) days after return of the Agreement to the provider. If We cancel the Agreement, written notice of such cancellation will be mailed to You fifteen (15) days prior to date of cancellation and will state the effective date and the reason for cancellation; five (5) days written notice will be mailed to You for non-payment of premium, material misrepresentation or substantial breach of duties by You.

Thefollowing SPECIAL STATEDISCLOSURES AND/OR REQUIREMENTS apply to this Agreement and supersede any other provision(s) hereinto the contrary. We have made every effort to include all required state notices; however, should a required notice be in effect as of the date. You purchased this Agreement not be listed below, such state law or regulation will take precedence over the terms of this Agreement.

#### MISSISSIPPI:

CANCELLATION section is amended as follows: If We cancel the Agreement, written notice of such cancellation will be mailed to You not less than thirty (30) days prior to the effective date of such cancellation and will state the reason for cancellation; ten (10) days written notice will be mailed to You for non-payment of premium, material misrepresentation, or substantial breach of duties by the Service Contract Holder relating to the covered product on its use. In the event of cancellation by Us, for any reason other than non-payment of the provider fee, We shall refund to You one hundred (100%) percent of the unearned pro-rata purchase price of this Agreement, less the amount of any claims paid. Administrative fee, may not exceed ten (10%) percent of the gross provider fee paid by You. 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. This Agreement is not supported by a manufacturer or distributor.

Thefollowing SPECIAL STATEDISCLOSURES AND/OR REQUIREMENTS apply to this Agreement and supersede any other provision(s) hereinto the contrary. We have made every effort to include all required state notices; however, should a required notice be in effect as of the date. You purchased this Agreement not be listed below, such state law or regulation will take precedence over the terms of this Agreement.

### MISSOURI:

CANCELLATION section is amended as follows: The Agreement Holder may cancel this Agreement within thirty (30) days of the Agreement Purchase Date, less clams paid, and receive a full refund of the total Agreement Purchase price. If We cancel the Agreement, notice of such cancellation will be delivered to You by registered mail forty five (45) days prior to cancellation. The applicable free-look time period on this Agreement shall only apply to the original Agreement purchaser. A ten percent (10%) penalty per month shall be added to a refund that is not made within thirty (30) days of return of this Agreement to Us.

Cancellation fee may not exceed fifty (\$50) dollars.

Thefollowing SPECIAL STATEDISCLOSURES AND/OR REQUIREMENTS apply to this Agreement and supersede any other provision(s) hereinto the contrary. We have made every effort to include all required state notices; however, should a required notice be in effect as of the date You purchased this Agreement not be listed below, such state law or regulation will take precedence over the terms of this Agreement.

### **NEVADA:**

Transfer fee may not exceed twenty-five (\$25.00) dollars. CANCELLATION section is deleted in its entirety and replaced with the following: You may cancel this Agreement by submitting a written request to the Dealer/ Seller containing a copy of Your Agreement and the current mileage on Your Vehicle. During the first thirty (30) days from the Agreement Purchase Date, We or the Dealer/Seller will refund You one hundred percent (100%) of the Agreement Purchase Price. After the first thirty (30) days from the Agreement Purchase Date, We will refund You a pro-rated amount of the Agreement Purchase Price, less a twenty-five dollar (\$25) cancellation fee, within forty-five (45) days after the Agreement has been returned to Us. A ten percent (10%) penalty per month shall be added to a refund that is not made within forty-five (45) days of return of this Agreement to Us. We may cancel this Agreement during the first thirty (30) days of the Agreement Purchase Date for any reason. After thirty (30) days, We may cancel this Agreement for material misrepresentation or fraud by You at time of sale or non-payment of Agreement Purchase Price by You. If We cancel this Agreement, We or the Dealer/ Seller will refund You one hundred percent (100%) of the Agreement Purchase Price. No claims paid on Your Agreement will ever be deducted from any refund issued pursuant to this Agreement in Nevada. If We cancel this Agreement, no cancellation will become effective until at least fifteen (15) days after the notice of cancellation is mailed to You. If Your Agreement is financed, the lender has the right to receive any portion of the cancellation refund amounts. If Your Vehicle is repossessed, stolen or declared a total loss, You authorize the lender to cancel this Agreement. In either case, no cancellation will become effective until at least fifteen (15) days after the notice of cancellation is mailed to You. This Agreement is non-renewable. If You are not satisfied with the manner in which we are handling the claim on the contract, You may contact the Commissioner by use of the tollfree number of the Division, (888) 872-3234 or http://doi.nv.gov/.SECTION F.2. VEHICLES NOT COVERED. item (e) is replaced with: This Contract will not cover any unauthorized or non-manufacturer-recommended modifications to the Covered Product, or any damages arising from such unauthorized or non-manufacturerrecommended modifications. However, if the Covered Product is modified or repaired in an unauthorized or non-manufacturer-recommended manner, We will not automatically suspend all coverage Rather, this Contract will continue to provide any applicable coverage that is not related to the unauthorized or non-manufacturerrecommended modification or any damages arising therefrom, unless such coverage is otherwise excluded by the terms of this Contract.

Thefollowing SPECIAL STATEDISCLOSURES AND/OR REQUIREMENTS apply to this Agreement and supersede any other provision(s) hereinto the contrary. We have made every effort to include all required state notices; however, should a required notice be in effect as of the date. You purchased this Agreement not be listed below, such state law or regulation will take precedence over the terms of this Agreement.

#### **NEWHAMPSHIRE:**

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.

Thefollowing SPECIAL STATEDISCLOSURES AND/OR REQUIREMENTS apply to this Agreement and supersede any other provision(s) hereinto the contrary. We have made every effort to include all required state notices; however, should a required notice be in effect as of the date You purchased this Agreement not be listed below, such state law or regulation will take precedence over the terms of this Agreement.

#### **NEW JERSEY:**

If You request cancellation of this Contract within sixty (60) days of the purchase date of the Contract and the refund is not paid or credited within forty five (45) days after Your cancellation request to Us, a ten percent (10%) penalty per month of the purchase price will be added to the refund for every forty five (45) days the refund is not paid. If We cancel this Contract, We shall mail a written notice to You at Your last known address at least five (5) days before cancellation. The notice shall state the effective date of the cancellation and the reason for the cancellation. Written notice is not required if canceled due to nonpayment by You of the provider fee; a material misrepresentation by You to the provider; or substantial breach of duties by You relating to the covered product or its use.

Thefollowing SPECIAL STATEDISCLOSURES AND/OR REQUIREMENTS apply to this Agreement and supersede any other provision(s) hereinto the contrary. We have made every effort to include all required state notices; however, should a required notice be in effect as of the date You purchased this Agreement not be listed below, such state law or regulation will take precedence over the terms of this Agreement.

#### **NEW MEXICO:**

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

- 1. Your failure to pay an amount when due; 2. You are convicted of a crime that results in an increase in the service required under the Agreement; 3. Discovery of fraud or material misrepresentation by You in obtaining the Agreement or in presenting a claim for service there under; or 4. Discovery of either of the following if it occurred after the Agreement Purchase Date and substantially and materially increased the service required under the Agreement:
- a. An act or omission by You; or b. Your violation of any condition of the Agreement. The right to void this Agreement is not transferable and applies to only the original Agreement holder. If We cancel the Agreement, notice of such cancellation will be delivered to You by registered mail fifteen (15) days prior to cancellation. The notice of cancellation will state the reason for cancellation and will include any reimbursement required. The cancellation will be effective as of the date of termination as stated in the notice of cancellation. At en percent (10%) penalty of the purchase price per month shall be added to a refund that is not made within thirty (30) days of return of this Agreement to Us. The cancellation fee does not apply in New Mexico.

Thefollowing SPECIAL STATEDISCLOSURES AND/OR REQUIREMENTS apply to this Agreement and supersede any other provision(s) hereinto the contrary. We have made every effort to include all required state notices; however, should a required notice be in effect as of the date You purchased this Agreement not be listed below, such state law or regulation will take precedence over the terms of this Agreement.

#### **NEWYORK:**

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

Thefollowing SPECIAL STATEDISCLOSURES AND/OR REQUIREMENTS apply to this Agreement and supersede any other provision(s) hereinto the contrary. We have made every effort to include all required state notices; however, should a required notice be in effect as of the date You purchased this Agreement not be listed below, such state law or regulation will take precedence over the terms of this Agreement.

#### NORTH CAROLINA:

CANCELLATION section is amended as follows: A twenty-five dollar (\$25) cancellation fee or ten percent (10%) of the pro-rata refund amount, whichever is less, is applicable. We may only cancel this Agreement for non-payment of premium or for a direct violation of the Agreement by You. OHIO: This Agreement is not an insurance policy and is not subject to the insurance laws of this state. In the event You cancel the Agreement as stated in the CANCELLATION section and no refund is received, You may contact Lyndon Southern Insurance Company directly for Your refund.

Thefollowing SPECIAL STATEDISCLOSURES AND/OR REQUIREMENTS apply to this Agreement and supersede any other provision(s) hereinto the contrary. We have made every effort to include all required state notices; however, should a required notice be in effect as of the date. You purchased this Agreement not be listed below, such state law or regulation will take precedence over the terms of this Agreement.

#### OKLAHOMA:

Oklahoma service warranty statutes do not apply to commercial use references in service warranty contracts. Coverage afforded under this Agreement is not guaranteed by the Oklahoma Insurance Guaranty Association. For towing service, contact Auto Knight Motor Club. Inc. at (855) 831-6609 or 10151 Deerwood Park Blvd., Bldg. 100, Ste. 500, Jacksonville, FL 32256. CANCELLATION section is deleted in its entirety and replaced with the following: You may cancel this Agreement by submitting a written request to the Dealer/Seller containing a copy of Your Agreement. If You canceld uring 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. Aftert hirty (30) days. We may cancel this Agreement for material misrepresentation or fraud at time of sale or for non-payment of Agreement Purchase Price. If We cancel this Agreement, We or the Dealer/Seller will refund You one hundred percent (100%) of the Agreement Purchase Price, less the cost of service provided under this Agreement. If Your Agreement is financed, the lienholder has the right to receive any portion of the cancellation refund amounts. If Your Vehicle is repossessed, stolen or declared a total loss, You authorize the lienholder to cancel this Agreement. This is not an insurance contract. Oklahoma Identification Number: 507623391

Thefollowing SPECIAL STATEDISCLOSURES AND/OR REQUIREMENTS apply to this Agreement and supersede any other provision(s) hereinto the contrary. We have made every effort to include all required state notices; however, should a required notice be in effect as of the date You purchased this Agreement not be listed below, such state law or regulation will take precedence over the terms of this Agreement.

#### OREGON:

All the obligations, benefits, and liabilities of the Obligor is guaranteed through a policy of insurance issued by Lyndon Southern Insurance Company 10151 Deerwood Park Blvd., Bldg. 100, Ste. 500, Jacksonville, FL 32256, Tel: (800) <u>888-2738</u>.

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 Unitat 350 Winter Street NE, Room 300, Salem, Oregon 97301, (888) 877-4894. All EMERGENCY ROADSIDE ASSISTANCE COVERAGE provided by Auto Knight Motor Club is guaranteed by Lyndon Southern Insurance Company. SECTION FOUR, LETTER GROAD SIDEASSISTANCE 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 Covered Vehicle in the commission of a felony.



Thefollowing SPECIAL STATEDISCLOSURES AND/OR REQUIREMENTS apply to this Agreement and supersede any other provision(s) hereinto the contrary. We have made every effort to include all required state notices; however, should a required notice be in effect as of the date. You purchased this Agreement not be listed below, such state law or regulation will take precedence over the terms of this Agreement.

#### 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 90 days or 4,000 miles, whichever occurs first. Used vehicles with more than 36,000 miles but less than 100,000 miles at the time of sale Provides coverage for 30 days or 1,000 miles, whichever occurs first. The Vehicle Youhave 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.



Thefollowing SPECIAL STATEDISCLOSURES AND/OR REQUIREMENTS apply to this Agreement and supersede any other provision(s) hereinto the contrary. We have made every effort to include all required state notices; however, should a required notice be in effect as of the date You purchased this Agreement not be listed below, such state law or regulation will take precedence over the terms of this Agreement.

### **SOUTH CAROLINA:**

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

Thefollowing SPECIAL STATEDISCLOSURES AND/OR REQUIREMENTS apply to this Agreement and supersede any other provision(s) hereinto the contrary. We have made every effort to include all required state notices; however, should a required notice be in effect as of the date You purchased this Agreement not be listed below, such state law or regulation will take precedence over the terms of this Agreement.

### **TEXAS:**

If You have any questions regarding the regulation of this Agreement or a complaint against Us, You may contact the Texas Department of Licensing and Regulation at 920 Colorado, Austin, Texas 78701 or P.O. Box 12157, Austin, Texas 78711, (800) 803-9202. Service Contract Provider License # 587.

CANCELLATION section is amended to add the following: A ten percent (10%) penalty per month shall be added to a refund that is not made within forty five (45) days after return of the Agreement to Us. If a covered claim is not paid within forty-five (45) days after You have filed proof of loss with Us, You may file a claim directly with Lyndon Southern Insurance Company. If We cancel this Agreement for any reason other than non-payment of the Agreement Purchase Price or material misrepresentation by You to Us, We shall mail a written notice of cancellation to You at the last known address before the fifth day preceding the effective date of cancellation. The notice will state the effective date of cancellation and the reason for cancellation. Cancellation fee may not exceed fifty (\$50) dollars. In the event the Obligor fails to pay an authorized claim within sixty (60) days after proof of loss has been filed, or in the event the obligor fails to make any refund owed and not paid upon cancellation of the service contract, You may file a direct claim with Lyndon Southern Insurance Company 10151 Deerwood Park Blvd., Bldg. 100, Ste. 500, Jacksonville, FL 32256, Tel: (800) 888-2738.



Thefollowing SPECIAL STATEDISCLOSURES AND/OR REQUIREMENTS apply to this Agreement and supersede any other provision(s) hereinto the contrary. We have made every effort to include all required state notices; however, should a required notice be in effect as of the date You purchased this Agreement not be listed below, such state law or regulation will take precedence over the terms of this Agreement.

### UTAH:

Coverage provided under this Agreement is not guaranteed by the Property and Casualty Guarantee Association. This service Agreement or warranty is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department. We may cancel this Agreement for the following reasons by sending to You notice of cancellation and the reason for cancellation, via first class mail, to Your last known address: 1. We may cancel this Agreement for non-payment of the Agreement charge. Such cancellation will be effective 10 days after mailing of notice. 2. We may cancel this Agreement for any reason other than nonpayment of the Agreement charge. Such cancellation will be effective 30 days after mailing of notice. 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. THIS AGREEMENT IS NOT AN INSURANCE POLICY. IT IS AN AGREEMENT BETWEEN YOU AND IDG FOR CERTAIN COVERED REPAIRS. YOU SHOULD OBTAIN YOUR OWN INSURANCE FOR DAMAGE TO YOUR VEHICLE, INCLUDING DAMAGE THAT MAY BE COVERED BY THIS AGREEMENT.

Thefollowing SPECIAL STATEDISCLOSURES AND/OR REQUIREMENTS apply to this Agreement and supersede any other provision(s) hereinto the contrary. We have made every effort to include all required state notices; however, should a required notice be in effect as of the date You purchased this Agreement not be listed below, such state law or regulation will take precedence over the terms of this Agreement.

### **VERMONT:**

CANCELLATION: We may only cancel this Contract for fraud or material misrepresentation affecting the policy or the presentation of a claim there under, or violation of any of the terms or conditions of the policy. If the Vehicle Service Contract is cancelled within thirty (30) days of Your purchase of this Contract and no claims have been made under the Contract, the amount of the refund shall be equal to the full amount paid for this Contract. After the initial period, or if a claim has been made under this Contract, the amount of the refund shall be a pro-rata share of the selling price of the Contract as determined above. If We cancel this Contract, We will give You a written forty-five (45) day notice by certified mail, of cancellation fifteen (15) day notice for non-payment of premium, along with the reason.

Thefollowing SPECIAL STATEDISCLOSURES AND/OR REQUIREMENTS apply to this Agreement and supersede any other provision(s) hereinto the contrary. We have made every effort to include all required state notices; however, should a required notice be in effect as of the date You purchased this Agreement not be listed below, such state law or regulation will take precedence over the terms of this Agreement.

#### VIRGINIA:

If any promise made in the 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-con- tract-provders.shtmlto file a complaint.

Thefollowing SPECIAL STATEDISCLOSURES AND/OR REQUIREMENTS apply to this Agreement and supersede any other provision(s) hereinto the contrary. We have made every effort to include all required state notices; however, should a required notice be in effect as of the date You purchased this Agreement not be listed below, such state law or regulation will take precedence over the terms of this Agreement.

#### WESTVIRGINIA:

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 Lyndon Southern Insurance Company.



Thefollowing SPECIAL STATEDISCLOSURES AND/OR REQUIREMENTS apply to this Agreement and supersede any other provision(s) herein to the contrary. We have made every effort to include all required state notices; however, should a required notice be in effect as of the date You purchased this Agreement not be listed below, such state law or regulation will take precedence over the terms of this Agreement.

### WISCONSIN:

Our obligations and the performance to You under the Service Agreement are guaranteed and insured by a policy issued by Atlantic Specialty Insurance Company 605 North Highway 169, Suite 800, Plymouth, MN 55441, Tel: (800) 888-2738. If a covered claim is not paid within sixty (60) days after a contract holder provides proof of loss, or if the provider becomes insolvent or otherwise financially impaired, the contract holder may file a claim directly with the service contract reimbursement insurer for reimbursement, payment, or provision of the service. You may file a claim directly with the Insurance Company by calling toll free 800-888-2738, or at the above address. In the state of Wisconsin, preauthorization of repair work is required by US. However, if Extenuating circumstances prevent the customer from obtaining preauthorization, WE will not deny a claim based solely on the lack of preauthorization. UNDER SECTION TWO - EMERGENCY ROADSIDE ASSISTANCE COVERAGE: Roadside Assistance is Administered by: AutoKnight 43100 Cook Street, Suite 20, Palm Desert, California 92211. SECTION FOUR, SUBSECTION E, "CANCELLATION" of this Contract is hereby amended to include the following provisions: Cancellations by Obligor/Administrator: A service contract may be cancelled by a US only for ponpayment of the provider fee, material misrepresentation by YOU to US, or substantial breach of duties by YOU relating to the covered product or its use. WE shall comply with all of the following when cancelling a service contract: (a) WE shall mail a written notice to the YOU at the last-known address contained in the records of the provider at least 5 days prior to cancellation by the provider. (b) The notice under par. (a) shall state the effective date of the cancellation and the reason for the cancellation. (c) If a service contract is cancelled by US for a reason other than nonpayment of the provider fee, WE shall refund to YOU 100 percent of the unearned pro rata provider fee. Cancellations by service contract holder: Service contracts shall require US to permit the service contract holder to return the service contract within 20 days of the date the service contract was mailed to YOU, or within 10 days of delivery if the service contract is delivered to YOU at the time of sale, or within a longer period permitted under the service contract. Upon return of the service contract to US within the applicable period, if no claim has been made under the service contract prior to its return to the US, the service contract is void and the WE shall refund to YOU, or credit YOUR account, the full purchase price of the service contract. Unless otherwise stated in a service contract, the right to void a service contract under this paragraph is not transferable and shall apply only to the original service contract purchaser. If WE do not pay or credit a refund within 45 days after the return of a service contract to the US, WE shall pay a 10 percent per month penalty of the refund amount outstanding which the provider shall add to amount of the refund. Subsequent to the period specified above for voiding a service contract, or if a claim has been made under the service contract, YOU may cancel the service contract and the WE shall refund to YOU 100 percent of the unearned pro rata provider fee. WE may charge a reasonable administrative fee for the cancellation, which may not exceed 10 percent of the provider fee. WE have the right to subrogation collections, but only after YOU have been made whole and are fully compensated for damages. THIS CONTRACTIS SUBJECTTOLIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE. In the event of a total loss that is not covered under this Agreement, You shall be entitled to cancel the service contract and receive a pro-rata refund, less any claims paid.

Thefollowing SPECIAL STATEDISCLOSURES AND/OR REQUIREMENTS apply to this Agreement and supersede any other provision(s) hereinto the contrary. We have made every effort to include all required state notices; however, should a required notice be in effect as of the date You purchased this Agreement not be listed below, such state law or regulation will take precedence over the terms of this Agreement.

#### WYOMING:

Our obligations under this Service Agreement are insured by a policy issued by the Insurance Company as noted on the Declarations Page. If a covered claim is not paid within sixty (60) days after proof of loss has been filed, You may file a claim directly with the Insurance Company. The provider of the Service Agreement shall mail a written notice to the Service Agreement Holder at the last known address of the Service Agreement Holder in the records of the provider at least ten (10) days prior to cancellation by the provider. Prior notice is not required if the reason for cancellation is non-payment of the provider fee, a material misrepresentation by the Service Agreement Holder to the provider or a substantial breach of duties by the Service Agreement Holder relating to the covered product or its use. The notice shall state the effective date of the cancellation and the reason for cancellation. Aten 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 provider.



TRANSFER THIS CONTRACT, COMPLETE THE FOLLOWING AND MAIL IT ALONG WITH A PHOTOCOPY OF THE FRONT OF THIS CONTRACT TO: THE ADMINISTRATOR/OBLIGOR, PO Box 852770, Richardson, TX 75085. Please transfer the remainder of the Vehicle Service Contract. I am transferring this Contract in accordance with the provisions stated in the Contract. In order to transfer I am enclosing with this Application a \$50.00 check or money-order payable to: Administrator (If applicable)

ne of New Owner:	
e of Transfer	
ress:	
, ST, Zip	
ometer Mileage on Date of Transfer:	
nature of Vehicle Purchaser:	
nature of Vehicle Seller:	

Verification that the vehicle has been maintained as required by this contract must be supplied by the vehicle seller to the vehicle purchaser. Transfer will be valid when vehicle purchaser receives a confirmation letter from Administrator.