

Administrative Office:
[532 S. Main Street Joplin, MO 64801]



AGREEMENT NUMBER

REGISTRATION PAGE

POWERSPORT VEHICLE SERVICE AGREEMENT

Vehicle Information:					
Vehicle Type <input type="checkbox"/> On Road Motorcycle <input type="checkbox"/> Scooter <input type="checkbox"/> Utility Vehicle <input type="checkbox"/> All -Terrain Vehicle <input type="checkbox"/> Personal Watercraft <input type="checkbox"/> Golf Cart <input type="checkbox"/> Snowmobile					
Year	Make	Vehicle Model	Vehicle/Hull ID Number	New	Used
Engine Size	Vehicle Category	Odometer/Hour Meter Reading	Vehicle Purchase Date	Vehicle Purchase Price	
Purchaser Information:					
Last Name		First Name		Middle	E- Mail Address
Address		City		State	Zip Telephone
Dealer/Seller Information:					
Dealer/Seller Name				Telephone	
Address		City	State	Zip Code	
Lienholder Information:					
Lienholder Name				Telephone	
Address		City	State	Zip Code	
Agreement Information:					
Coverage Level (You may select (✓) only one coverage. See Covered Parts Section for details)			Agreement Term (Months)		
<input type="checkbox"/> Standard		<input type="checkbox"/> Premier			
<input type="checkbox"/> \$50 DEDUCTIBLE for Golf Carts (per repair visit)					
<input type="checkbox"/> \$100 DISAPPEARING DEDUCTIBLE (Included with Standard & Premier Coverage) <small>(\$0 Deductible Payment required at the Dealer's repair facility all other repair facilities \$100 deductible applies)</small>					
Agreement Purchase Price			Agreement Purchase Date		
Acceptance of Terms, Conditions and Coverage					
<p>This Agreement is between You and Administrator/Obligor and describes the Coverage Level for the Agreement Term selected above. You (the undersigned) hereby apply for a Vehicle Service Agreement ("Agreement") providing mechanical repair or replacement service covering the Vehicle Model listed above. Your signature below means You have read and fully understand the Agreement Term, Coverage Level, Terms and Conditions and Exclusions of this Agreement. You acknowledge Your understanding of and agree to the Dispute Resolution/Arbitration Agreement and Class Action Waiver section in this Agreement. Refer to the Dispute Resolution/Arbitration Agreement and Class Action Waiver section for opt-out instructions. This Agreement is based on information You provided in this Declarations Page. You acknowledge Your understanding of the limited applicability of the Federal Magnuson Moss Warranty Act as set out in this Agreement. You acknowledge any Misrepresentaion may result in the denial of a claim. You further understand that this Agreement is not required to obtain financing for the Vehicle, Your acceptance of this coverage under this Agreement is voluntary, and You are responsible for paying the Deductible for each repair visit, as selected in the Agreement Information section above. This Agreement is based on information You provided in this Registration Page. You acknowledge receipt of Your copy of this Agreement.</p>					
Purchaser Signature		Purchase Date		Dealer / Seller Representative – Signature	

AUTHORIZATION IS REQUIRED FROM THE ADMINISTRATOR PRIOR TO ANY AND ALL REPAIRS OR REPLACEMENT OF COVERED COMPONENTS. FOR ROADSIDE ASSISTANCE OR TO FILE A CLAIM CALL: TOLL FREE [866-217-5309]

This is not a vehicle liability insurance Agreement. This js not a vehicle physical damage insurance Agreement.

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

Administrator - Sidecars, Inc., [532 S. Main Street, Joplin, MO 64801].

Agreement – this **Powersport Vehicle Service Agreement** providing mechanical repair service which is an **Agreement** between **You** and **Us**.

Cost – The reasonable and customary charges for parts and labor necessary to repair or replace a covered part. These charges shall not exceed the manufacturer’s suggested retail price for parts and labor allowances derived from nationally recognized labor time allowance publications. The maximum labor rate per hour cannot exceed One Hundred dollars (\$100) for Standard plan and One Hundred Twenty-Five (\$125) for the Premier plan. Applicable taxes assessed to the **Cost** will be covered, according to the terms and conditions herein.

Agreement Term – the number of Months (selected in the Registration Page) the **Agreement** is in force provided the appropriate fee is paid and received by **Us**.

Covered Part – an item listed as a Covered Part, based on the coverage **You** selected, as defined in the section titled “**Covered Parts**”.

Covered Breakdown, Breakdown, and Mechanical Breakdown – the event caused by the total failure of any **Covered Part** to work as it was designed to function in normal service.

Dealer/Seller – the retail Seller of this **Agreement** to **You** by the **Dealer/Seller** listed in the **Dealer/Seller** Information section on the **Registration Page**.

Deductible – the amount **You** must pay for covered repairs per visit as indicated in the **Agreement** Information Section of the **Registration Page**. If **You** selected the one hundred dollars (\$100) Disappearing Deductible option, **Your** deductible is reduced to zero dollars (\$0) per repair visit when the repair is performed at the **Dealer**, one hundred dollar (\$100) deductible applies to all other repair facilities

Vehicle – the Vehicle identified by the Vehicle/Hull Identification Number (VIN) for the Vehicles (Motorcycles, Scooters, Utility Vehicle, All-Terrain, Personal Watercraft, Golf Cart, Snowmobile) listed on the **Registration Page** of this **Agreement**

Obligor/Service Agreement Provider (“We”, “Us”, “Our”) – the entity obligated to perform under this **Agreement**. The **Obligor** is Sidecars, Inc., [532 S. Main Street, Joplin, MO 64801]. In the states of Arizona, California, Maine, Nevada, New Hampshire, New Mexico, New York, Vermont, Virginia, Washington, and Wyoming, the **Obligor** is Auto Knight Motor Club, Inc. [10751 Deerwood Park Blvd., Ste. 200, Jacksonville, FL 32256]. In the states of Florida, Louisiana, and Oklahoma, the **Obligor** is Lyndon Southern Insurance Company [10751 Deerwood Park Blvd., Ste. 200, Jacksonville, FL 32256, Tel: (800) 888-2738, Florida License No. 03698 and Oklahoma License No. 864264.] In the state of Florida, LOTSOLUTIONS, INC. is providing administration on behalf of Lyndon Southern Insurance Company.

Pre-existing Conditions – a condition that existed prior to the purchase of the **Agreement**.

Repair Visit – Mechanical **Covered Breakdown** related in time or cause.

You, and Your (Agreement Holder) – the person listed in the Purchaser Information section of the **Registration Page**.

II. COVERED PARTS

The following is a list of **Covered Parts** based on the Coverage selected on the Registration page of this **Agreement**. **Covered Parts** are listed by the **Vehicle** system to which they apply.

STANDARD MOTORCYCLES:

Engine: All internally lubricated parts contained within the engine; valve covers; intake manifolds; oil pump; valves; engine mounts; cylinder head(s); engine block/crankcase and cylinder barrels.

Water Pump: Impeller shaft; bushings; bearings and housing.

Transmission: Internally lubricated parts contained within the transmission; gears; bearings; internal drive gears; transmission case. Clutch assembly and cables are NOT covered.

Primary Drive: Internally lubricated parts (excluding clutch and hub assemblies) contained within the primary drive case; gears; bearings; internal drive gears and chains; internal selector mechanism; and case.

Drive Assemblies (Shaft Driven Motorcycles): Differential housing; transaxle housing; final drive housing; internally lubricated parts; axle shaft(s); constant velocity joints; universal joints; drive shafts; locking hubs; hub bearings; locking rings; supports; retainers and bearings.

Suspension, Front and Rear: Internally lubricated parts within the forks/fork tubes and front hub; swing arm bearings or bushings; front and rear wheel bearings; swing arm; upper and lower control arms; ball joints; kingpins; bushings and spindle.

Steering: Upper and lower steering stem bearings and bushings; axle; steering stem; handlebar; steering stem nut and rod ends; steering stem shaft.

Brake: Brake backing plates; brake hubs; disc rotors; calipers; master cylinder assembly; hydraulic lines and fittings; drum brake actuating cam; securing hardware.

Electrical: Alternator; starter assembly; manually operated switches; cooling fan motor; wiring harness; ignition coil(s); rectifier; stator assembly; rotor assembly; CDI control box/electronic ignition control module; magneto; electronic fuel injection control module and voltage regulator.

Gauges: All factory instrumentation (mechanical and electronic) and electronic instrument sensors. Light bulbs are not covered.

Fuel: Petcock; fuel lines and fittings; fuel pump and housing; diaphragms; springs; valves; and actuating lever.

Seals & Gaskets: For all **Covered Parts** listed for the STANDARD Plan.

Touring Bike Additional Coverage: Intercom - Transmitter/receiver, headset, microphone, splitter, console pad, cables and jacks; Audio Entertainment - Receiver, CD player, navigation system, audio jacks, MP3 player, alarm system; Fairing Hardware - Mounting hardware, brackets, switches, covers, latches and hinges; Saddlebag/Travel Trunks - Bags, travel trunks, latches, hinges and mounting hardware; Sidecar Hardware - Mounting hardware, hub, spindle, wheel bearings, brake rotor, caliper, lines and fittings, suspension, latches and hinges.

STANDARD ATV,UTV,SCOOTER:

Engine: All internally lubricated parts contained within the engine; valve covers; intake manifolds; oil pump; valves; engine mounts; cylinder head(s); engine block/crankcase and cylinder barrels.

Water Pump: Impeller shaft; bushings; bearings and housing.

Transmission: Internally lubricated parts contained within the transmission; gears; bearings; internal drive gears; transmission case. Clutch assembly and cables are NOT covered.

Primary Drive: Internally lubricated parts (excluding clutch and hub assemblies) contained within the primary drive case; gears; bearings; internal drive gears and chains; internal selector mechanism; case.

Drive Assemblies (Shaft Driven Powersport Vehicles): Differential housing; transaxle housing; final drive housing; internally lubricated parts; axle shaft(s); constant velocity joints; universal joints; drive shafts; locking hubs; hub bearings; locking rings; supports; retainers and bearings.

Suspension, Front and Rear: Internally lubricated parts within the forks/fork tubes and front hub; swing arm bearings or bushings; front and rear wheel bearings; swing arm; upper and lower control arms; ball joints; kingpins; bushings and spindle.

Steering: Upper and lower steering stem bearings and bushings; axle; steering stem; steering stem nut and rod ends; steering stem shaft, handlebar.

Brakes: Brake backing plates; brake hubs; disc rotors; calipers; master cylinder assembly; hydraulic lines and fittings; drum brake actuating cam; securing hardware.

Electrical: Alternator; starter assembly; manually operated switches; cooling fan motor; wiring harness; ignition coil(s); rectifier; stator assembly; rotor assembly; CDI control box/electronic ignition control module; magneto; electronic fuel injection control module and voltage regulator.

Gauges: All factory instrumentation (mechanical and electronic) and electronic instrument sensors. Light bulbs are not covered.

Fuel: Petcock; fuel lines and fittings; fuel pump and housing; diaphragms; springs; valves; and actuating lever.

Seals & Gaskets: For all Covered Parts listed for this STANDARD Plan.

STANDARD PERSONAL WATERCRAFT:

Engine: All internally lubricated parts including pistons; piston rings and pins; crankshaft and main bearings; connecting rods and rod bearings; reed valves and reed blocks; cylinder head(s); and crankcase.

Lubrication: Complete oil injection system; oil pump; oil injection gear; oil tank; oil cap; oil level sensor; and oil lines.

Fuel: Fuel tank; petcock; and fuel lines.

Drive Line: Drive shaft; bushings; bearings; and flywheel.

Pump: Internally lubricated parts within the pump housing; housing; bearings; impeller; and bushings.

Controls: Starter and choke primer switches; run and stop switches; throttle control handle; throttle cable; and ignition switch.

Steering: Steering control assembly; steering gate; rudder; and nozzle (excluding cables).

Electrical: Alternator; starter; starter solenoid; ignition coil(s); rectifier; stator assembly; CDI control module; electronic ignitions module, voltage regulator; electronically operated gauges; and wiring harness.

Seals and Gaskets: For all Covered Parts listed for this STANDARD Plan.

GOLF CARTS (Gas and Electric)

Engine: All internally lubricated parts contained within the engine; valve covers; intake manifolds; oil pump; valves; engine mounts; cylinder head(s); engine block/crankcase and cylinder barrels.

Transmission: Internally lubricated parts contained within the transmission; gears; bearings; internal drive gears; transmission case. Clutch assembly and cables are NOT covered.

Primary Drive: Internally lubricated parts (excluding clutch and hub assemblies) contained within the primary drive case; gears; bearings; internal drive gears and chains; internal selector mechanism; case.

Drive Assemblies: Differential housing; transaxle housing; final drive housing; internally lubricated parts; axle shaft(s); constant velocity joints; universal joints; drive shafts; locking hubs; hub bearings; locking rings; supports; retainers and bearings.

Suspension, Front and Rear: Internally lubricated parts within the forks/fork tubes and front hub; swing arm bearings or bushings; front and rear wheel bearings; swing arm; upper and lower control arms; ball joints; kingpins; bushings and spindle; shocks.

Steering: Upper and lower steering stem bearings and bushings; axle; steering stem; steering stem nut and rod ends; steering stem shaft, handlebar.

Brakes: Brake backing plates; brake hubs; disc rotors; calipers; master cylinder assembly; hydraulic lines and fittings; drum brake actuating cam; securing hardware.

Electrical: Alternator; starter assembly; manually operated switches; cooling fan motor; wiring harness; ignition coil(s); rectifier; stator assembly; rotor assembly; CDI control box/electronic ignition control module; on-board computer (OBC); computer fail safe system; MCor; controller; 48 Volt to 12 Volt converter; electronic speed controller magneto; electronic fuel injection control module and voltage regulator.

Gauges: All factory instrumentation (mechanical and electronic) and electronic instrument sensors. Light bulbs are not covered.

Fuel: Petcock; fuel lines and fittings; fuel pump and housing; diaphragms; springs; valves; and actuating lever.

Seals & Gaskets: Are covered when replaced in conjunction with a BREAKDOWN For all Covered Parts listed above.

The engine block and cylinder heads are covered only if damage is caused by BREAKDOWN of an internally lubricated part. Drive axle housing including pinion bearings, side carrier bearings, ring and pinion gears, carrier assembly, thrust washers, axles, axle bearings, constant velocity joints, internal transaxle seal, and drive axle housing, if damaged by the BREAKDOWN of an internally lubricated part. Seals and gaskets are covered when replaced in conjunction with a covered BREAKDOWN.

PREMIER ALL VEHICLES:

Premier coverage provides exclusionary coverage for the Vehicle listed on the Registration Page, except golf carts. Exclusionary coverage means We will cover the necessary Costs of repairs for any Breakdown to Your Vehicle, less payment of the Deductible amount per repair visit, except for terms listed and parts under Section VII – Exclusions- What this Agreement Does Not Cover. Included in this coverage is the replacement of covered components resulting from the gradual reduction in performance due to normal wear and tear and use, when the wear exceeds the manufacturer's specifications

III. ADDITIONAL COVERAGES

RENTAL REIMBURSEMENT: Rental reimbursement benefits applies to on-road motorcycles and scooters only. If the **Vehicle** requires repair due to a Breakdown, even when that part is covered by a factory warranty, **We** will reimburse **You** for actual substitute transportation expenses incurred up to forty dollars (\$40.00) per day for each day the **Vehicle** is undergoing covered repairs for a maximum of five (5) days per occurrence. Reimbursement for substitute transportation will not continue beyond the day on which the repairs are completed or the day that **You** are notified of the completion of the repair. For delays caused by inspections or parts availability, a substitute transportation allowance will be made for up to forty dollars (\$40.00) for two (2) additional days. To receive reimbursement, **You** must submit receipts from a licensed rental agency and Dealer's invoice to **Us**. The total benefit per occurrence, including the substitution transportation allowance of two (2) additional days (if applicable) will not exceed two hundred eighty dollars (\$280.00).

VEHICLE PICKUP BENEFIT: In the event of a **Covered Breakdown**, **We** will reimburse **You** up to fifty dollars (\$50.00), for reasonable pickup and delivery charges associated with having **Your Vehicle** taken to a repair facility. **We** will require an itemized repair work order, with **Your** signature, to process reimbursement for pickup fees. **This benefit is for off-road ATV's, UTV's, Personal Watercraft, and Golf Cart vehicles only.**

DEDUCTIBLE REIMBURSEMENT: If **You** are required to pay a deductible for a **Breakdown** covered under another service contract, warranty or insurance policy, this **Agreement** will reimburse **You** for such deductible if the **Breakdown** would have been covered by this **Agreement**. The maximum benefit per each **Covered Breakdown** deductible reimbursement shall be one hundred dollars (\$100.00). To receive reimbursement, **You** must submit documentation to **Us** showing **Your** payment of the applicable deductible.

KEY REPLACEMENT REIMBURSEMENT: If the **Vehicle's** keys are lost or become inoperable, **We** will reimburse **You** for the cost of a replacement key not to exceed one hundred dollars (\$100.00) per occurrence. If the key is inoperable due to a failed battery, reimbursement is limited to the cost of the battery and installation. To receive reimbursement, **You** must submit to **Us** showing **Your** payment of the replacement key cost. **This benefit does not apply to golf carts.**

IV. ROADSIDE ASSISTANCE

Roadside Assistance benefits are provided to **You** for the term of the **Agreement** for up to [one hundred dollars (\$100.00)] per occurrence for on-road vehicles only. **These benefits do not apply to golf carts.** **You** are entitled to [one (1)] Roadside Assistance service per 72 hours. To receive these benefits, **You** must call the **Administrator** [800-451-0459] prior to receiving assistance and provide the representative **Your Agreement** number found on the top right corner of the **Registration Page**. Roadside Assistance benefits are only available while this **Agreement** is in effect. The following benefits are available:

- (1) **Towing** – When towing is necessary, the **Vehicle** will be towed to the nearest qualified facility or a location of **Your** choosing subject to a [15] mile limit. Charges for mileage in excess of [15] miles are **Your** responsibility. Towing costs are subject to the per occurrence limit above, any additional costs will be **Your** responsibility and payment will be expected at time service is rendered. **You** must be with **Your Vehicle** at the time of pick-up.
- (2) **Battery Service** – If a battery failure occurs, a jump start will be applied to start the **Vehicle**.
- (3) **Flat Tire Assistance** – **Vehicle** will be towed to the nearest service facility subject to the benefit limitations for Roadside Assistance Towing.
- (4) **Emergency Fluid Delivery Service** – An emergency supply of up to [three (3)] gallons of gasoline; oil, fluid or water will be delivered to **You** if the **Vehicle** is in immediate need. **You** are responsible for and must pay for the fuel or other fluids when it is delivered.
- (5) **Lost/Damaged key** – If the **Vehicle's** keys are lost or become inoperable, the **Vehicle** will be towed to the nearest qualified facility or a location of **Your** choosing subject to a [15] mile limit. Charges for mileage in excess of [15] miles are **Your** responsibility.

V. TERMS AND CONDITIONS

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

1. This **Agreement** is between the **Purchaser** of the **Agreement (You)** and the **Obligor** and applies only to the **Vehicle** identified in the **Registration Page** under the **Vehicle** Information section. In no event will the **Administrator** be liable for any direct, indirect, punitive, special, incidental, consequential damages or any damages arising out of or connected with the repairs performed under this **Agreement**.
2. **Agreement Period** – The coverage for **Your** used **Vehicle** begins on the **Agreement Purchase Date** as indicated on the **Registration Page** and expires on the passing of the number of months selected. The coverage for **Your Vehicle** begins on the **Agreement Sale Date**, or factory warranty expiration date, regardless of the In-Service Date.
3. **Limit of Liability** - **Our** maximum liability for Coverage is the **Cost** to repair any covered **Breakdown** as per the terms of this **Agreement**. The total of benefits payable for the Term of the **Agreement** shall not exceed the lesser of: original **Vehicle Purchase Price** as shown on the **Registration Page** or the NADA Guide for trade-in value of the **Vehicle** at the time of repair.
4. **Odometer** – **Your** odometer/hour meter must function and display at all times. A non-working odometer/hour meter, display or cluster containing the odometer/hour meter, or odometer/hour meter that has been stopped, altered or misrepresents the actual mileage/hours voids the **Agreement** without cancellation. No refund will be paid (if applicable).
5. **You** are responsible for properly maintaining the **Vehicle** in accordance with the manufacturer's specifications and to protect against further damage from continued operation or damage from overheating.
6. **Coverage** is limited to the repair or replacement of any covered component found to be defective beyond manufacturer's specifications, which includes covered components listed on a Manufacturer's Technical Service Bulletin which has caused or created a **Breakdown** as defined in this **Agreement**. Repairs will be made whenever possible, **We** reserve the right to make repairs/replacements using parts that include new, remanufactured, used or non-original equipment manufactured parts. All parts will conform to manufacturer's specifications.
7. **Breakdown** of a covered component must occur while the **Agreement** is in force.
8. **Administrator** will make arrangements for payment in the amount of the authorized amount less related charges not covered by the **Agreement**, less **Your Deductible** per repair visit, if applicable.
9. **You** must provide **Your Agreement** number when contacting the **Administrator**.
10. **Obligor** does not allow any third party to create any obligation or liability in connection with this **Agreement** or denial of a claim.
11. The **Dealer/Seller** is not an agent of the **Administrator**.
12. **Notice to Consumers:** Purchase of this **Agreement** is not required to purchase or finance a **Vehicle**. The terms of this **Agreement** control the **Agreement** between **You** and **Us**. No change or modification to the written terms is valid. This **Agreement** is based on information **You** provided in the **Registration Page**. Misrepresentation in the **Registration Page** will result in rejection or cancellation of this **Agreement**. If a provision of this **Agreement** is or becomes illegal, invalid or unenforceable in any jurisdiction, that shall not affect the validity or enforceability in that jurisdiction of any other provision of this **Agreement**.
13. **Subrogation:** If **You** receive benefits under this **Agreement** and **You** have a right to recover from another party including, without limitation, any manufacturer, insurance company or service agreement provider who may be responsible to **You** for costs, repairs or services under this **Agreement**, **Your** rights to recover automatically become **Our** rights to recover. If **We** ask, **You** agree to cooperate with **Us** in any matter concerning this **Agreement** or, to enforce **Our** rights.
14. Coverage is limited to **Breakdowns** which occur during the **Agreement** Term. This **Agreement** applies only to repairs occurring within the continental United States of America, Alaska, Hawaii or Canada.

VI. CLAIM PROCEDURES

Filing a Claim –

You are responsible for all expenses and repair costs if it is determined that the **Breakdown** is not covered under this **Agreement**. If **Your Vehicle** incurs a **Breakdown**, it is **Your** responsibility to ensure that **You** and a licensed repair facility follow the procedures listed below. If **Your Vehicle** incurs a **Breakdown**, **You** must take the following steps to file a claim:

1. **Prevent Further Damage** – Take immediate action to protect **Your Vehicle** from further damage. **Your Agreement** will not cover the damage caused by not securing a timely repair when a **Breakdown** has occurred. **You** are responsible for observing **Your Vehicle** warning lights and gauges and taking appropriate action immediately to prevent further damage. Failure to do so may result in the denial or the limitation of

coverage.

2. Take Your Vehicle to any licensed repair facility. If You are within [fifty (50)] miles of the Dealer/Seller, We recommend that You return to the Dealer/Seller for repairs. Your Vehicle must be at a repair facility for a claim to be submitted. If You need assistance in locating a repair facility, contact the Administrator at 800-451-0459. If Your Vehicle requires towing to the Repair Facility the Towing reimbursement is limited to [fifteen (15)] miles. Costs for mileage in excess of [fifteen (15)] miles will be Your responsibility.
3. Provide Repair Facility with a copy of Your Agreement and/or Your Agreement Number.
4. Repair Authorization – Prior to any repair being made, the Repair Facility must contact the Administrator with the estimate of repairs containing both parts and labor, and to obtain an authorization for the claim. The Administrator's Claim Department can be contacted at [800-451-0459]. No repairs are to be made on Your Vehicle until an authorization number is issued by the Administrator. Any claim for repairs without prior authorization will not be covered.

If You require emergency repairs, or services outside of Our regular business hours, You may take one of the following steps: (1) Wait until regular business hours and then follow the normal claim procedures, (2) authorize and pay for any teardown or diagnostic time needed to determine whether You have a covered Breakdown. If You reasonably determine that You have a covered Breakdown and You choose to have Your Vehicle repaired, You are responsible for paying for the repair. You must then call the Administrator during the next available business hours so the Administrator can determine whether there was a covered Breakdown. If the Administrator determines that there was a covered Breakdown, then We will pay You in accordance with the terms and conditions of this Agreement.

5. Authorize Tear-Down – You authorize the Repair Facility to perform necessary diagnostic work and provide "teardown (to the cause of Breakdown)" authorization so that the repair facility can provide accurate diagnosis and estimate of repairs. Benefit amount paid is subject to whether the Breakdown is the result of a covered component. See the plan You purchased for further details.
6. Allow the Administrator to inspect Your Vehicle prior to any repairs being made.
7. After investigating Your Vehicle's component Breakdown, in case of a discrepancy in findings, the Obligor reserves the right to have repairs done at a location other than the one You have selected.
8. Payment of Claims - To obtain payment for a covered repair, You, or the repair facility must submit a legible copy or original repair order to the Administrator. Repair orders must be readable and understandable, and contain the following information: repair facility name, address and phone number, Your name, address and phone number, repair diagnosis, parts and labor hours, authorization number, Vehicle/Hull Identification Number, Vehicle mileage, year, make and model. Authorization number issued by the Administrator must appear on all receipts submitted for reimbursement. No invoices will be processed without a valid authorization number. The authorization number is valid for 180 days from the date it is issued. Once authorization is obtained, and the repair is completed, all repair orders and documentation must be submitted to the Administrator within 180 days to be eligible for payment. Payment will be made by credit card to the repair facility upon receipt of the required documentation above.

VII. EXCLUSIONS – WHAT THIS AGREEMENT DOES NOT COVER

All parts not specifically listed under Covered Parts are not covered under this Agreement. In addition, this Agreement provides no benefits or coverage and We have no obligation under this Agreement for:

1. Damage, failure or Breakdown of any Covered Part which was not in good, safe working order, structurally intact, damaged or was missing parts on the effective date of this Agreement;
2. Damage, failure or Breakdown which was caused by a condition or exacerbated by a condition existing prior to the purchase of this Agreement;
3. Damage, failure or Breakdown of: (a) a Covered Part caused by the failure of a non-covered part; or (b) of a non-covered part caused by the failure of a Covered Part.
4. Loss or expense arising from repairs performed without Our prior authorization.
5. Damage, failure or Breakdown occurring after You no longer own the Vehicle.
6. Damage, failure or breakdown of a non-covered part. However, at Our sole discretion We may authorize the repair, replacement, adjustment or alignment of a non-covered part when required in conjunction with a covered repair.
7. Damage, failure or Breakdown of a replacement part not originally supplied by the Vehicle manufacturer, unless it is of a kind and quality compatible with the Vehicle manufacturers design specifications and wear tolerances.
8. Damage or failure to any part which does not meet the definition of a Breakdown as defined in in the Definitions section of this Agreement or any part which has not failed or resulted in a verifiable Breakdown but is replaced based on the manufacturer's or the repair facility's recommendation.
9. Damage, failure or Breakdown caused by improper previous repair, improper servicing, lack of proper type and amount of fuel, fluids, coolants and/or lubricants, sludge buildup, foreign object, carbon, fluid contamination, fuel contamination, oil contamination, water contamination, poor quality fuel, lack of oil viscosity, improper fuel mixture, restricted oil flow, oil additives, improper maintenance, freezing, rust, corrosion, Your failure to maintain the Vehicle as recommended by the Vehicle manufacturer or Your failure to store the Vehicle as recommended by the Vehicle manufacturer or take reasonable precaution to protect the Vehicle from the elements.
10. Damage, failure or Breakdown caused by acts of God, natural disaster, accident, civil commotion or riot, war (whether or not declared) nuclear contamination, collision (including roadbed collision) or upset, glass breakage, earthquake, explosion, falling objects, fire or smoke, flood and/or water intrusion, theft or larceny, vandalism, windstorm, animals (including pets), hail, lightning, malicious mischief, and/or other external forces or events.
11. Damage, failure, Breakdown, loss or expense resulting directly or indirectly from any intentional, dishonest, fraudulent, criminal or illegal acts, negligence, abuse, excessive use or misuse committed by You, Your employee or agent, or occurring during repossession by the Finance Company or its representative.
12. Damage, failure, Breakdown, loss or expense resulting directly or indirectly from Your failure to follow the manufacturer's guidelines for the Vehicle including use of the Vehicle in a manner not recommended by the manufacturer or in a way that exceeds the manufacturer's recommendations,
13. Damage, failure or Breakdown caused by Your failure to take or cause to be taken, reasonable precautions to prevent damage when an apparent problem exists (e.g. change in engine temperature, unusual noises, smoking, leaking fluids) or caused or exacerbated by the continued operation of the Vehicle while in a failed state or failing condition.
14. Damage, failure, Breakdown, loss or expense ordinarily covered by a primary carrier insurance policy (including personal property, comprehensive or uninsured motorist coverage).
15. Damage, failure or Breakdown covered by a manufacturer's warranty, state required warranty, Dealer warranty or a repair facility's guarantee (regardless of whether such warranty or guarantee is being honored).
16. Damage, failure or Breakdown ordinarily covered by the manufacturer's warranty but denied because (a) the warranty is not valid in the U.S. or Canada; (b) the warranty has been voided prematurely by the manufacturer; (c) the manufacturer is out-of-business; or (d) of any other circumstance where the manufacturer cannot or will not honor its warranty.
17. Damage, failure or Breakdown that is the direct result of a mechanical or structural flaw that the manufacturer has acknowledged through any means, or that the manufacturer will repair at its expense.
18. Damage, failure or Breakdown to any components that are not original equipment supplied by the manufacturer.

19. Damage, failure or Breakdown and/or subsequent repair(s) occurring outside of the continental United States of America, Alaska, Hawaii or Canada.
20. Damage, failure or Breakdown of any part if the odometer or hour meter (if applicable) is inoperative or has been tampered with or has been disconnected subsequent to Your purchase of Vehicle.
21. Damage, failure or Breakdown if the Vehicle is used commercially for business enterprise, trade, profession or occupation and or a Vehicle used for construction purposes, route work, mobile repair services, delivery, commercial towing, commercial farm operation, volunteer public service(s), commercial snow plowing, rental, livery, taxi, Uber, Lyft, or similar services, any type of emergency Vehicle, a Vehicle used by a governmental agency including military, fire or police departments or a Vehicle used for competitive driving or racing or competitive off-road driving or racing.
22. Damage, failure or Breakdown caused by towing a trailer or another Vehicle unless the Vehicle is equipped for towing as recommended by the manufacturer.
23. Damage, failure or 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.
24. Damage, failure or Breakdown if the Vehicle is not certified for sale within the United States or Canada at the time of its manufacture or if its title has been branded as rebuilt, salvage, irreparable, total loss or junk.
25. Failures resulting from modifications, alterations, or installations not approved or recommended by the Vehicle manufacturer.
26. Fees or expenses charged for shop supplies or for the disposal, cleanup, neutralization, removal, treatment or detoxification of environmentally unsafe materials or for storage, freight and/or core charges.
27. Damage, failure or Breakdown caused by carbon/seized pistons or piston rings or coking of pistons or rings, valve grinding or valve replacement or incorrect spark plugs. Piston or piston ring replacement to raise the engine compression is not covered.
28. Damage, failure or Breakdown of the engine or transmission/drive axle caused by water ingestion from a source external to the assembly (e.g. creeks, floods, etc.) including water or other fluid being ingested through the engine's air intake system.
29. The cost of fluids and/or filters unless required to complete repairs associated with a claim covered by this Agreement.
30. The cost of diagnosis, disassembly and/or assembly in connection with a claim not covered by this Agreement.
31. Repair of cosmetic imperfections of any kind.
32. Any of the following parts except as covered in the Standard Motorcycle or Premier (Motorcycles Only): Antenna, mirrors; Audio systems, speakers and wiring; cellular telephone or GPS systems; Battery (except for selected coverage); fuses, and fusible links; Belts, hoses, lines, clamps and grommets; Brake pads and rotors, clutch discs and linings; Shock absorbers; Trailer hitches, Body parts, structural framework; non- permanent attaching parts; windshield, and windshield mounts, and windshield wiper Blades; Exhaust system rust or discoloration; Fairing (except as specified in STANDARD Motorcycle under Covered Parts); Trim, moldings, upholstery, and paint; Welds; Filters, housings and thermostat; Final drive chain or belt, and dry clutch; Frame (except integral oil/fuel tanks); Glass, glass framework, lenses, sealed beams, and light bulbs; Mufflers or baffles; Sidecar (except as specified in STANDARD Motorcycle under Covered Parts); spark plugs and spark plug wires; Fastening adhesives; Tires, Wheels, and spokes; Nuts, bolts, fasteners; Snowplow blade (including attachment hardware and mechanisms); Winches.
33. Any maintenance services specified in the Vehicle owner's manual and/or any service listed herein: Scheduled maintenance services, and storage and winterization services; Cleaning of fuel and/or cooling systems; Replacement or addition of fluids, lubricants or additives; Cleaning of fuel and/or cooling systems; Surfacing of cylinder heads; Engine tune-up or Transmission service; Wheel balancing or spoke adjustment; Alignment or adjustment of parts, unless necessary in connection with a breakdown repair; Alignment or adjustment of parts, unless necessary in connection with a breakdown repair; Ignition/fuel system adjustments and calibrations; Correction of water or air leaks, squeaks, rattles or wind noise.

VIII. TRANSFER OF THIS AGREEMENT

In the event that You sell the Vehicle, this Agreement will terminate, or You may apply for a transfer to the new owner. If You choose to apply for transfer of the Agreement to the new owner the transfer request must be made in writing within thirty (30) days from the date of sale to a private party (non-commercial party) and include the following: (1) A check for a fifty-dollar (\$50) transfer fee; (2) A copy of the Registration Page of this Agreement; (3) A signed affidavit stating the date of sale, the mileage at sale and the new owner's name, address and telephone number.

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

IX. CANCELLATION OF THIS AGREEMENT

You may cancel this Agreement by submitting a written request to the Dealer/Seller including a copy of Your Agreement. During the first thirty (30) days from the Agreement Purchase Date, We or the Dealer/Seller will refund You 100% of the Agreement Purchase Price, less any claims paid on Your Agreement. After the first thirty (30) days from the Agreement Purchase Date, We or the Dealer/Seller will refund You a pro rata refund of the Agreement Purchase Price, based on the term remaining of the Agreement, less any claims paid on Your Agreement, and less a [fifty dollars (\$50)] cancellation fee. After thirty (30) days, We may cancel this Agreement for material misrepresentation or fraud at time of sale. If We cancel this Agreement, We or the Dealer/Seller will refund You 100% of the Agreement Purchase Price, less any claims paid on Your 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. The lienholder, if any, will be named on a cancellation refund check as their interest may appear. Any cancellation, expiration or termination of this Agreement, including by You or Us, will not cancel, expire or terminate the Dispute Resolution/Arbitration Agreement and Class Action Waiver in Section XI of this Agreement, which will remain in effect (unless You opted out of the Arbitration Agreement and Class Action Waiver in a timely and proper manner).

X. INSURANCE STATEMENT

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

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

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

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

If the **Obligor** fails to pay an authorized claim within sixty (60) days, or if the obligor becomes insolvent or ceases to conduct business during the term of this agreement, you may submit your claim directly to the applicable insurer at the above address for consideration.

XI. DISPUTE RESOLUTION/ARBITRATION AGREEMENT AND CLASS ACTION WAIVER

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

Arbitration is a method of resolving any Claim without filing a lawsuit. In this Arbitration Agreement and Class Action Waiver (collectively including all of this section of this **Agreement**), **You, We**, and the **Administrator/Obligor** (the "Parties") are agreeing to submit any and all Claims to binding arbitration on an individual basis for resolution. This Arbitration Agreement and Class Action Waiver sets forth the terms and conditions of **Our Agreement** to binding arbitration. The Parties agree that any and all claims, disputes and controversies related in any way to this **Agreement**, including but not limited to claims related to the underlying transaction giving rise to this **Agreement**, or claims related to the sale, financing or fulfillment of this **Agreement** (collectively, "Claims"), shall be resolved by final and binding arbitration. "Claims" shall be given the broadest meaning possible and includes, without limitation, Claims arising under **Agreement**, tort, statute, regulation, rule, ordinance or other rule of law or equity, and Claims against any of **Our** or the **Administrator's** owners, shareholders, members, affiliates, subsidiaries, divisions, directors, officers, employees, representatives, agents, successors, or assigns. "Claims" does not include a statutory claim for public injunctive relief brought under any California statute enacted for a public reason, provided that **You** are a California resident or that **You** purchased **Your Agreement** in California. In arbitration, Claims are resolved by an arbitrator and not by a judge or jury. **THE PARTIES, INCLUDING YOU, WAIVE ANY RIGHT TO HAVE CLAIMS DECIDED BY A JUDGE OR JURY.** In addition, except as expressly stated in the Class Action Waiver or otherwise expressly stated herein, the arbitrator shall have exclusive authority to decide all issues related to the enforcement, applicability, scope, validity, and interpretation of this Arbitration Agreement, including but not limited to any unconscionability challenge or any other challenge that the Arbitration Agreement is void, voidable or otherwise invalid. Notwithstanding this Agreement to arbitrate, each of the Parties retains the right to seek remedies in small claims court to resolve any Claim, on an individual basis, within the jurisdiction of small claims court. **You** acknowledge **Your** understanding that all Parties hereunder are waiving their rights to go to court, except for small claims court, to resolve any Claims arising under or related to this **Agreement**.

The Parties agree and acknowledge that the transaction evidenced by this **Agreement** affects interstate commerce. The Parties further agree that all issues relating to this Arbitration Agreement and Class Action Waiver, including its enforcement, scope, validity, interpretation, and implementation, will be determined pursuant to federal substantive law and the substantive and procedural provisions of the Federal Arbitration Act ("Act"), 9 U.S.C. §§ 1-16. If federal substantive law holds that state law should apply to any issue relating to this Arbitration Agreement and Class Action Waiver, then the law of the state where **You** purchased the **Agreement** shall apply, without regards to conflicts of law.

CLASS ACTION WAIVER. All Claims must be brought solely in an individual capacity, and not as a plaintiff or class member in any purported class action, collective action, representative action, mass action, private attorney general action or action on behalf of the general public, or similar proceeding (any such action is referred to herein as a "Class Action"). **NO CLAIM WILL BE ARBITRATED ON A CLASS ACTION BASIS.** The Parties, including **You**, expressly waive any right or ability to bring, assert, maintain, or participate as a class member in any Class Action in court, arbitration, or any other forum, and the right for anyone to do so on **Your** behalf. The arbitrator may not consolidate more than one person or entity's claims and may not otherwise preside over any Class Action. The arbitrator shall not have the authority to combine or aggregate multiple persons' or entities' Claims or discovery, to conduct a Class Action or to make an award to any person or entity not a party to the arbitration. Notwithstanding anything to the contrary, the Parties agree that the enforcement, applicability, scope, validity, and/or interpretation of this Class Action Waiver shall be decided by a court of competent jurisdiction and not by an arbitrator. If this Class Action Waiver is ruled unenforceable or is interpreted to not prevent a Class Action, then the Arbitration Agreement shall be null and void, and any Claims shall proceed in a court of law and not in arbitration. The Parties agree that if an arbitrator renders a decision regarding the enforcement, applicability, scope, validity, and/or interpretation of this Class Action Waiver, or determines that a Class Action may proceed in arbitration, then: (1) the arbitrator has exceeded his powers, pursuant to §10(a)(4) of the FAA, by taking such action; (2) either party may seek immediate review of that decision by a court of competent jurisdiction; and (3) a court of competent jurisdiction shall apply a "de novo" standard of review of that decision if such standard of review is allowed by the common law or statutes of that state. The Parties, including **You**, agree that if for any reason a Claim proceeds to Court, rather than arbitration, (1) the Claim will proceed solely on an individual, non-class, non-representative basis, and (2) no Party may be a class representative or class member or otherwise participate in any Class Action.

The arbitration shall be administered by the American Arbitration Association ("AAA"). The arbitration shall be conducted pursuant to the AAA Consumer Arbitration Rules (the "Code"). Information on AAA and a copy of the Code may be found at the following number and URL: American Arbitration Association, (800) 778- 7879, www.adr.org. The arbitration will be governed by federal substantive law and the substantive and procedural provisions of the Federal Arbitration Act ("Act"), 9 U.S.C. §§ 1-16. If federal substantive law holds that state law should apply to any issue relating to the arbitration, then the law of the state where **You** purchased the **Agreement** shall apply, without regards to conflicts of law. The arbitration will occur before a single, neutral arbitrator selected in accordance with the Code in effect at the time the arbitration is commenced. If **Your** total damage claims (not including attorney's fees) do not exceed \$25,000, then all Claims shall be resolved by the Code's Procedures for the Resolution of Disputes through Document Submission, except that a Party may ask for a hearing or the arbitrator may decide that a hearing is necessary. If a hearing is held, **You** have a right to attend the arbitration hearing in person, and **You** may choose to have any arbitration hearing held in the county in which **You** live, the closest AAA location to **Your** residence, or via telephone. In the event that the specified arbitration forum is unavailable, the Parties may agree on a substitute arbitration forum. If the Parties cannot agree, a court of competent jurisdiction may appoint a substitute arbitration forum. For information about how to initiate arbitration with the AAA, the Parties may refer to the AAA Code and forms at www.adr.org or call (800) 778-7879. If **You** initiate arbitration with AAA, **You** must pay the AAA filing fee in an amount no greater than the fee **You** would have to pay if **You** filed a complaint in federal court. **We** will pay any remaining Costs of arbitration required by the Code ("Arbitration Costs"); however, if the arbitrator determines that any of **Your** claims are frivolous, **You** shall bear all of the Arbitration Costs. If **We** initiate arbitration against **You**, **We** will pay the AAA filing fee and the Arbitration Costs. Each party will pay his/her/its own attorney's fees, as well as costs relating to proof and witnesses, regardless of who prevails, unless applicable law and/or the Code gives a party the right to recover any of those fees from the other party. An arbitration award may not be set aside except upon the limited circumstances set forth in the Federal Arbitration Act. An award in arbitration will be enforceable under the Federal Arbitration Act by any court having jurisdiction. The time for commencing an arbitration asserting any Claim shall be determined by reference to the applicable statute(s) of limitations, including the applicable rules governing the commencement of the limitations period, and a Claim in arbitration is barred to the same extent it would be barred if it were asserted in court of law or equity rather than in arbitration.

If any portion of this Arbitration Agreement is deemed invalid or unenforceable, all the remaining portions of this Arbitration Agreement shall nevertheless remain valid and enforceable, provided, however, that if any portion of the Class Action Waiver is deemed invalid or unenforceable, then this Arbitration Agreement shall be invalidated and unenforceable in its entirety. In the event of a conflict or inconsistency between this Arbitration Agreement and Class Action Waiver and the other provisions of this Agreement or any other Agreement, this Arbitration Agreement and Class Action Waiver governs.

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

To opt out, **You** must send written notice to either: (1) [10751 Deerwood Park Blvd., Suite 200, Jacksonville, FL 32256, Attn: Legal] or (2) [legal@fortegra.com], with the subject line, "Arbitration/Class Action Waiver Opt Out." **You** must include in **Your** opt out notice: (a) **Your** name and address; (b) the date **You** purchased **Your Agreement**; and (c) the **Dealer/Seller**. If **You** properly and timely opt out, then all Claims will be resolved in court rather than arbitration.

Privacy Policy: It is Our policy to respect the privacy of Our customers. For information on Our privacy practices, please review Our privacy policy at www.fortegra.com.

LIMITED APPLICABILITY OF THE FEDERAL MAGNUSON MOSS WARRANTY ACT:

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

LIMITATION OF LIABILITY: THIS **AGREEMENT** SETS OUT THE FULL EXTENT OF OUR RESPONSIBILITIES. NEITHER THE **OBLIGOR** NOR THE PROGRAM **ADMINISTRATOR** SHALL BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, EXPENSES ARISING OUT OF THIRD PARTY CLAIMS, LOSS OF USE OF THE VEHICLE, INCONVENIENCE, OR ANY OTHER LOSS), WHETHER OR NOT CAUSED BY OR RESULTING FROM BREACH OF CONTRACT, NEGLIGENCE, OR OTHER WRONGFUL ACT OR OMISSION, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NEITHER THE **OBLIGOR** NOR THE PROGRAM **ADMINISTRATOR** AUTHORIZE ANY PERSON, ENTITY OR DEALER TO CREATE FOR THEM ANY OTHER OBLIGATION OR LIABILITY IN CONNECTION WITH THIS PRODUCT.

XII. STATE REQUIREMENTS AND DISCLOSURES

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

ALABAMA: The definition of **Administrator/Obligor** in Section I is deleted and replaced with the following: "**Administrator/Obligor, We, Us, and Our**" means RMG Administrative Services dba Sidecars, Inc., 532 S. Main Street, Joplin, MO 64801 who is the **Administrator/Obligor** to this Agreement. 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.

ARIZONA: Nothing in this section prevents, limits, or waives **Your** rights to file a complaint against **Us**, or seek remedy available thereto, with the Arizona Department of Insurance. CANCELLATION section is amended as follows: A twenty-five-dollar (\$25) cancellation fee is applicable. **You** may cancel this **Agreement** by submitting a written request to the **Dealer/Seller** containing a copy of **Your Agreement** and the current mileage on **Your Vehicle**. During the first thirty (30) days from the **Agreement** Purchase Date, **We** or the **Dealer/Seller** will refund **You** one hundred percent (100%) of the **Agreement** Purchase Price with no deductions for any claims or pending claims. After the first thirty (30) days from the **Agreement** Purchase Date, **We** or the **Dealer/Seller** will refund **You** a pro-rated amount of the **Agreement** Purchase Price, based on the lesser of the months or miles remaining, less a twenty-five-dollar (\$25) cancellation fee. **We** may not cancel or void this **Agreement** or any provisions of this **Agreement** due to (1) **Our** acts or omissions in failing to provide correct information or to perform services or repairs in a timely, competent, and workmanlike manner, (2) prior use or unlawful acts relating to the covered parts, (3) **Our** misrepresentation, and (4) ineligibility of parts for coverage under the program. **Pre- Existing Condition(s) are not excluded, if such conditions were known or should have been known by Us or Dealer/Seller selling the Contract on Our behalf.**

ARKANSAS: ARBITRATION Section VIII: Does not apply in the state of Arkansas.

CALIFORNIA: Performance to **You** under this **Agreement** is guaranteed by a California approved insurance company. If any promise made in the Contract has been denied or has not been honored within sixty (60) days after **Your** request, **You** may contact the California Department of Insurance at (800) 927-4357 or access the department's Internet Web site (www.insurance.ca.gov). **PRE-EXISTING CONDITIONS** section is amended as follows: a condition that existed prior to the purchase of the Agreement. If **You** are not satisfied with the insurance company's response, **You** may contact the California Department of Insurance at (800) 927-4357. CANCELLATION section is amended as follows: **You** may cancel this **Agreement** by submitting a written request to the Dealer containing a copy of **Your Agreement**. If **You** request a cancellation during the first sixty (60) days from the **Agreement** Purchase Date, **We** will refund **You** one hundred percent (100%) of the **Agreement** Purchase Price, less any claims paid on **Your Agreement**. After the first sixty (60) days from the **Agreement** Purchase Date, **We** will refund **You** a pro-rated amount of the **Agreement** Purchase Price, based on the term remaining of the **Agreement**, less a cancellation fee of either ten percent (10%) of the Agreement Purchase Price or twenty-five dollars (\$25), whichever is less. **We** may cancel this **Agreement** during the first thirty (30) days of the **Agreement** Purchase Date for any reason. After thirty (30) days, **We** may cancel this **Agreement** due to **Your** material misrepresentation or fraud at time of sale, or **Your** failure to pay the **Agreement** Purchase Price. If **We** cancel this **Agreement**, **We** or the Dealer will refund **You** one hundred percent (100%) of the **Agreement** Purchase Price, less any claims paid by **Us**. No cancellation fee will apply in the event **We** cancel this **Agreement**. Any refund will be sent to the **Covered Vehicle's** lienholder unless the lien is satisfied. ARBITRATION section is amended as follows: The arbitrators shall not have the power to commit errors of law or legal reasoning, and the award may be vacated or corrected on appeal to a court of competent jurisdiction for any such error. All arbitration shall be handled in accordance with the California Arbitration Act (California Code of Civil Procedure, Section 1280). All references to Commercial arbitration rules are replaced with Consumer arbitration rules. The class action waiver is deleted in its entirety. The fees and costs are amended to comply with California Code of Civil Procedure, Section 1284.3. The clause stating "It is understood and agreed that the transaction evidenced by this **Agreement** takes place in and substantially affects interstate commerce" is removed in its entirety.

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

FLORIDA: 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**. During the first sixty (60) days from the **Agreement** Purchase Date, **We** or the **Dealer/ Seller** will refund **You** one hundred percent (100%) of the **Agreement** Purchase Price, less any claims paid on **Your Agreement**. After the first sixty (60) days from the **Agreement** Purchase Date, **We** or the **Dealer/Seller** will refund **You** a pro-rated amount of the **Agreement** Purchase Price, based on the

months remaining, less a fifty dollar (\$50) cancellation fee or five percent (5%) of the gross premium paid by **You**, whichever is less. **We** may cancel this **Agreement** during the first sixty (60) days of the **Agreement** Purchase Date for any reason. After sixty (60) days, **We** may cancel this **Agreement** for material misrepresentation or fraud at time of sale or for non-payment of **Agreement** Purchase Price or if **You** have failed to maintain the covered parts as prescribed by the manufacturer. If **We** cancel this **Agreement**, **We** or the **Dealer/Seller** will refund **You** one hundred percent (100%) of the **Agreement** Purchase Price, less any claims paid on **Your Agreement**. If **We** cancel this **Agreement** for non-payment of the **Agreement** Purchase Price by **You**, **We** shall provide **You** notice of cancellation by certified mail. If **Your Agreement** is financed, the Lienholder has the right to receive any portion of the cancellation refund amounts. If **Your** covered **Vehicle** is repossessed, stolen or declared a total loss, **You** authorize the Lienholder to cancel this **Agreement**. The lienholder, if any, will be named on a cancellation refund check as their interest may appear. **A forty dollar (\$40) transfer fee is applicable.** ARBITRATION section is amended to add the following: Arbitration proceedings shall be conducted in the county in which the consumer resides. **The Agreement Purchase Price charged for this Agreement is not subject to regulation by the FL Office of Insurance Regulation.**

GEORGIA: ARBITRATION does not apply in Georgia. CANCELLATION section is deleted in its entirety and replaced with the following: **We** may not cancel this **Agreement** except for material misrepresentation or fraud at time of sale or non-payment of **Agreement** Purchase Price. If **We** cancel this **Agreement**, **We** or the **Dealer/Seller** will refund **You** one hundred percent (100%) of the **Agreement** Purchase Price. Written notice of cancellation will be mailed to **You** at least ten (10) days prior to the cancellation of this **Agreement** for non-payment of the **Agreement** Purchase Price. At least thirty (30) days written notice of cancellation will be mailed to **You** for all other reasons. Cancellation will comply with Section 33-24-44 of the Georgia Code. Cancellation fee is not applicable. **You** may cancel this **Agreement** at any time. If **You** cancel this **Agreement** within the first thirty (30) days and no claims have been filed, **We** will refund the entire **Agreement** Purchase Price. If this **Agreement** is cancelled after the first thirty (30) days or a claim has been filed, **We** will refund the amount of the **Agreement** Purchase Price according to the pro-rata method reflecting the greater of the days in force or the miles driven. An administrative fee of ten percent (10%) of the pro-rata refund amount will be applied if the **Agreement** is cancelled by **You**. If **Your Agreement** is financed, the lender has the right to receive any portion of the cancellation refund amounts. If **Your Vehicle** is repossessed, stolen or declared a total loss, **You** authorize the lender to cancel this **Agreement**. The lienholder, if any, will be named on a cancellation refund check as their interest may appear. EXCLUSIONS section is amended for 8., 9., 12., 15. and 22. to include (a) pre-existing conditions should be known to **You**; (b) any alterations/modifications should be made by **You** or with **Your** knowledge; (c) odometer defects, tampering or alterations should be while the vehicle is owned by **You**.

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

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

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

IOWA: Iowa residents only may contact the Iowa Insurance Commissioner at the following address: Iowa Insurance Division, 1963 Bell Avenue, Suite 100, Des Moines, Iowa 50315(515) 281-5705. CANCELLATION section is amended as follows: If **You** are the original **Agreement** Holder and **You** cancel this **Agreement**, 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.

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

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

MARYLAND: The definition of **Cost** in the Definitions section is amended to add the following sentence: **Cost** also includes the cost of the teardown and diagnosing the malfunction or defect of a repair that is covered by this Agreement. The definition of Mechanical Breakdown in the Definitions section is amended to read as follows: "**Mechanical Breakdown**" - A **Mechanical Breakdown** under this contract, is defined as the inability of a covered component or assembly to perform as designed under normal operating conditions, due solely to defects in materials, faulty workmanship or normal wear and tear. The definition of **Agreement Period** in the Terms and Conditions section is amended to add the following sentences: This **Agreement** is extended automatically when **We** fail to perform the services under the **Agreement**. The **Agreement** does not terminate until the services are provided in accordance with the terms of the **Agreement**. CANCELLATION section is amended as follows: If **You** are the original **Agreement** Holder and **You** cancel this **Agreement** within thirty (30) days of the original **Agreement** Purchase Date, and if no claims have been paid, a full refund will be issued. The cancellation fee does not apply in Maryland. A ten percent (10%) penalty per month shall be added to a refund that is not made within forty-five (45) days of return of this **Agreement** to **Us**. After forty-five (45) days, **We** cannot cancel this **Agreement** except:

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

In the event the **Obligor** fails to pay any authorized claim or make any refund or consideration due within sixty (60) days after proof of loss has been filed, **You** may file a direct claim with the insurance company indicated in the Obligations sections of this **Agreement**.

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

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

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

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

IMPORTANT NOTICE ABOUT YOUR COVERAGE:

- 1.) This **Agreement** includes a binding Arbitration agreement.
- 2.) The Arbitration agreement requires that any dispute related to Your coverage must be resolved by Arbitration and not in a court of law. 3.) The results of the Arbitration are final and binding on You and Us.
- 4.) In an Arbitration, one or more arbitrators, who are independent, neutral decision makers, render a decision after hearing the positions of the parties.
- 5.) When You become a **Agreement** holder under this **Agreement** You must resolve any dispute related to the **Agreement** by binding arbitration instead of a trial in court, including a trial by jury.
- 6.) Binding arbitration generally takes the place of resolving disputes by a judge and jury.
- 7.) Should You need additional information regarding the binding arbitration provision in the **Agreement**, You may contact Us at **866-217-5309**.

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

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

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

NEVADA: ARBITRATION does not apply in Nevada. CANCELLATION section is deleted in its entirety and replaced with the following: **You** may cancel this **Agreement** by submitting a written request to the **Dealer/Seller** containing a copy of **Your Agreement** and the current mileage on **Your Vehicle**. During the first thirty (30) days from the **Agreement** Purchase Date, **We** or the **Dealer/Seller** will refund **You** one hundred percent (100%) of the **Agreement** Purchase Price. After the first thirty (30) days from the **Agreement** Purchase Date, **We** will refund **You** a pro-rated amount of the **Agreement** Purchase Price, less a twenty-five dollar (\$25) cancellation fee, within forty-five (45) days after the **Agreement** has been returned to **Us**. A ten percent (10%) penalty per month shall be added to a refund that is not made within forty-five (45) days of return of this **Agreement** to **Us**. **We** may cancel this **Agreement** during the first thirty (30) days of the **Agreement** Purchase Date for any reason. After thirty (30) days, **We** may cancel this **Agreement** for material misrepresentation or fraud by **You** at time of sale or non-payment of **Agreement** Purchase Price by **You**. If **We** cancel this **Agreement**, **We** or the **Dealer/Seller** will refund **You** one hundred percent (100%) of the **Agreement** Purchase Price. No claims paid on **Your Agreement** will ever be deducted from any refund issued pursuant to this **Agreement** in Nevada. If **We** cancel this **Agreement**, no cancellation will become effective until at least fifteen (15) days after the notice of cancellation is mailed to **You**. If **Your Agreement** is financed, the lender has the right to receive any portion of the cancellation refund amounts. If **Your Vehicle** is repossessed, stolen or declared a total loss, **You** authorize the lender to cancel this **Agreement**. In either case, no cancellation will become effective until at least fifteen 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 Agreement, **You** may contact the Nevada Commissioner by us of the toll-free telephone number: (888) 872-3234. This Contract shall not be voided by **Us** unless **You** have committed fraud or material misrepresentation in obtaining this Contract or in presenting a claim for service thereunder. Section VIII-TRANSFER OF THIS AGREEMENT; has been amended to read: (1) A check for a twenty-five dollars (\$25) transfer fee.

NEW HAMPSHIRE: If **You** have any questions regarding this **Agreement**, **You** may contact **Us** by mail or by phone. Refer to the front of this **Agreement** for **Our** address and toll-free number. In the event **You** do not receive satisfaction under this **Agreement**, **You** may contact the New Hampshire Insurance Department at the following address: 21 Fruit Street, Suite 14, Concord, New Hampshire 03301.

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

NEWMEXICO: CANCELLATION section is amended as follows: No **Agreement** that has been in effect for at least sixty (60) days will be cancelled by **Us** before the expiration of the agreed term of one (1) year after the **Agreement** Purchase Date, whichever occurs first, except on any of the following grounds:

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

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

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

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

OHIO: This **Agreement** is not an insurance policy and is not subject to the insurance laws of this state. In the event **You** cancel the **Agreement** as stated in the

CANCELLATION section and no refund is received, **You** may contact Lyndon Southern Insurance Company directly for **Your** refund.

OKLAHOMA: Oklahoma service warranty statutes do not apply to commercial use references in service warranty contracts. Coverage afforded under this **Agreement** is not guaranteed by the Oklahoma Insurance Guaranty Association. For towing service, contact **Auto Knight Motor Club, Inc. at (855) 321-6118 or 10751 Deerwood Park Blvd., Ste. 200, Jacksonville, FL 32256.** CANCELLATION section is deleted in its entirety and replaced with the following: **You** may cancel this **Agreement** by submitting a written request to the **Dealer/Seller** containing a copy of **Your Agreement**. If **You** cancel during the first thirty (30) days from the **Agreement** Purchase Date, and no claim has been authorized or paid, **We** or the **Dealer/Seller** will refund **You** one hundred percent (100%) of the **Agreement** Purchase Price. After the first thirty (30) days from the **Agreement** Purchase Date, or if a claim was made within the first thirty (30) days, **We** or the **Dealer/Seller** shall provide a refund of ninety percent (90%) of the unearned pro rata premium, less the cost of service provided under this **Agreement**. **We** may cancel this **Agreement** during the first thirty (30) days of the **Agreement** Purchase Date for any reason. After thirty (30) days, **We** may cancel this **Agreement** for material misrepresentation or fraud at time of sale or for non-payment of **Agreement** Purchase Price. If **We** cancel this **Agreement**, **We** or the **Dealer/Seller** will refund **You** one hundred percent (100%) of the **Agreement** Purchase Price, less the cost of service provided under this **Agreement**. If **Your Agreement** is financed, the lienholder has the right to receive any portion of the cancellation refund amounts. If **Your Vehicle** is repossessed, stolen or declared a total loss, **You** authorize the lienholder to cancel this **Agreement**. ARBITRATION section is amended as follows: While arbitration is mandatory, the outcome of any arbitration shall be non-binding on the parties, and either party shall, following arbitration, have the right to reject the arbitration award and bring suit in a district court of Oklahoma.

This is not an insurance Agreement.

OREGON: ARBITRATION does not apply in Oregon.

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

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

UTAH: The definition of **Administrator/Obligor** in Section I is deleted and replaced with the following: "**Administrator/Obligor, We, Us, and Our**" means RMG Administrative Services dba Sidecars, Inc., 532 S. Main Street, Joplin, MO 64801 who is the **Administrator/Obligor** to this Agreement.

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

- i) Nonpayment
- ii) Material misrepresentation
- iii) Substantial change in risk
- iv) Substantial breaches of contractual duties

If **We** cancel this **Agreement**, **We** will provide written notice of cancellation, including the actual reason for the cancellation, to the last known mailing address at least:

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

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

VI. CLAIMS PROCEDURES section has been revised to add the following: If an emergency occurs which requires a covered **Mechanical Breakdown** repair to be made at a time when **Our** office is closed and prior authorization for the repair cannot be obtained, **You** should follow all of the claim procedures outlined in this section with the exception of 2. Obtain Authorization for Payment from **Us**. After following these instructions, contact **Us** for claims instructions on the next business day at **(800) 451-0459**, or as soon as reasonably possible.

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

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

VIRGINIA: If any promise made in the contract has been denied or has not been honored within sixty (60) days after **Your** request, **You** may contact the Virginia Department of Agriculture and Consumer Services, Office of Charitable and Regulatory Programs at www.vdacs.virginia.gov/food-extended-service-contract-providers.shtml to file a complaint.

WASHINGTON: All references to Administrator throughout this **Agreement** are replaced with **Service** Provider. CANCELLATION section is deleted in its entirety and replaced with the following: **You** may cancel this **Agreement** by submitting a written request to the **Dealer/Seller** stating the date upon which the cancellation is effective, and containing a copy of **Your Agreement**. During the first thirty (30) days from the **Agreement** Purchase Date, **We** or the **Dealer/Seller** will refund **You** 100% of the **Agreement** Purchase Price, less any claims paid on **Your Agreement**. After the first thirty (30) days from the **Agreement** Purchase Date, **We** or the **Dealer/Seller** will refund **You** a pro-rated amount of the **Agreement** Purchase Price, based on the months remaining, less a twenty-five dollar (\$25) cancellation fee. If **You** are the original **Agreement** Holder and **You** cancel this **Agreement** within thirty (30) days of the original **Agreement** Purchase Date, a ten percent (10%) penalty per month shall be added to a refund that is not made within thirty (30) days of return of this **Agreement** to **Us**. **We** may cancel this **Agreement** during the first thirty (30) days for the **Agreement** Purchase Date for any reason. After thirty (30) days, **We** may cancel this **Agreement** non-payment of **Agreement** Purchase Price by the **Dealer/Seller** to **Us**, or for material misrepresentation or fraud at time of sale. If **We** cancel this **Agreement**, **We** or the **Dealer/Seller** will refund **You** 100% of the **Agreement** Purchase Price. If **We** cancel this **Agreement**, **We** shall mail written notice to **You** at **Your** last known address no less than

twenty-one (21) days prior to the effective date of the cancellation. The notice shall state the effective date and the reason for cancellation. If **We** have notice of a lender and a Discharge of Lien is not provided, any refund will be issued to the lender. If **Your Vehicle** is repossessed, stolen or declared a total loss, **You** authorize the lender on the Declarations Page to cancel this **Agreement**. If cancelled, the **Agreement** will not be reinstated. ARBITRATION section is amended to add the following: The Insurance Commissioner of Washington is the Service Provider's attorney to receive service of process in any action, suit or proceeding in any court, and the state of Washington has jurisdiction of any civil action in connection with this **Agreement**. Arbitration proceedings shall be held at a location in closest proximity to the service **Agreement** holder's permanent residence. **You** may file a direct claim with the insurance company at any time. **Our** obligations under this **Agreement** are insured under insurance policy number AKMC-WA issued by Lyndon Southern Insurance Company, 10751 Deerwood Park Blvd., Ste. 200, Jacksonville, FL 32256, Tel: (800) 888-2738. In the event **We** fail to pay an authorized claim within sixty (60) days after proof of loss has been filed, **You** may file a direct claim with Lyndon Southern Insurance Company. To do so, please call the following toll-free number for instructions: (800) 888-2738. On page 5 is amended to read as follows:

2. WHEN REPAIRS ARE PERFORMED WITHOUT THE ADMINISTRATOR'S PRIOR AUTHORIZATION. THIS EXCLUSION DOES NOT APPLY TO EMERGENCY REPAIRS.

Washington Residents Only: By initialing this box, **You** acknowledge **You** have reviewed with the **Selling Dealer** the sections of this **Agreement** titled: COVERAGE, OPTIONAL COVERAGES, YOUR RESPONSIBILITIES, TERMS AND CONDITIONS, EXCLUSIONS, CANCELLATION and TRANSFER. The implied warranty of merchantability on the **Vehicle** is not waived if this **Agreement** has been Purchased within ninety (90) days of the sale of the **Vehicle** from the **Selling Dealer**.

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

CANCELLATION section is deleted in its entirety and replaced with the following: **You** may cancel this **Agreement** by submitting a written request to the **Dealer/Seller** containing a copy of **Your Agreement** and the current mileage on **Your** vehicle. During the first thirty (30) days from the **Agreement** Purchase Date, **We** or the **Dealer/Seller** will refund **You** one hundred percent (100%) of the **Agreement** Purchase Price, less any claims paid on **Your Agreement**. After the first thirty (30) days from **Agreement** Purchase Date, **We** or the **Dealer/Seller** will refund **You** a pro-rated amount of the **Agreement** Purchase Price, based on the lesser of the months or miles remaining, less a cancellation fee not to exceed the lesser of ten percent (10%) of the **Agreement** Purchase Price or fifty dollars (\$50). If **You** are the original **Agreement** holder and **You** cancel this **Agreement** within thirty (30) days of the original **Agreement** Purchase Date, **We**, shall pay a ten percent (10%) per month penalty of the refund amount outstanding which **We** shall add to the amount of the refund that is not made within forty-five (45) days of return of this **Agreement** to **Us**. **You** may cancel this **Agreement** at any time in the event of total loss of property covered by this **Agreement** that is not covered by a replacement of the property pursuant to the terms of the **Agreement**. **We** or the **Dealer/Seller** will refund **You** a pro-rated amount of the **Agreement** Purchase Price less any claims paid on **Your Agreement**. **We** may cancel this **Agreement** for material misrepresentation or fraud at time of sale, substantial breach of duties by the **Agreement** holder relating to **Agreement** coverage, or non-payment of **Agreement** Purchase Price. If **We** cancel this **Agreement**, **We** will provide written notice of cancellation, including the effective date of the cancellation and the actual reason for the cancellation, to the last known mailing address at least five (5) days prior to the effective date of the cancellation. If **We** cancel this **Agreement**, **We** or the **Dealer/Seller** will refund **You** one hundred percent (100%) of the **Agreement** Purchase Price, less any claims paid on **Your Agreement**. ARBITRATION does not apply in Wisconsin.

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

(a) pay its chosen arbitrator; and (b) bear the other expenses of the arbitrator equally.

WYOMING: The CANCELLATION section is amended to add the following: If **You** are the original **Agreement Holder** and **You** cancel this **Agreement** within sixty (60) days of the original **Agreement** Purchase Date, a ten percent (10%) penalty per month shall be added to a refund that is not made within forty-five (45) days of return of this **Agreement** to **Us**. If **We** cancel this **Agreement**, **We** will provide written notice of cancellation, including the effective date of the cancellation and the actual reason for the cancellation, to the last known mailing address at least: Ten (10) days before the effective date of cancellation if cancelled for any reason other than non-payment of the **Agreement** Purchase Price; a material misrepresentation by **You** to the provider; or a substantial breach of duties by **You** relating to the covered product or its use. ARBITRATION does not apply in Wyoming.