

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

Performance to You under this Agreement is guaranteed through a policy of Insurance issued by Lyndon Southern Insurance Company 10151 Deerwood Park Blvd., Bldg. 100, Ste. 500, Jacksonville, FL 32256, Tel: (800) 888-2738.

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

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

In the event the Obligor fails to pay an authorized claim within sixty (60) days after proof of loss has been filed, You may file a direct claim with Lyndon Southern Insurance Company, Insurance Company of the South, or Atlantic Specialty Insurance Company. To do so, please call the following toll-free number: (800) 888-2738.

## SECTION ONE – DEFINITIONS

**ADMINISTRATOR** – Administrator means Ownershield Inc., Inc. P.O. Box 852770 Richardson, TX 75085, (855-292-9309).

For CA, OR, WA, WI Administrator means Independent Dealer Group, Inc. P.O. Box 852770 Richardson, TX 75085 (855-292-9309).

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

**CONTRACT** – This vehicle service contract.

**COVERED PART** – The eligible parts listed in the Coverage and Conditions sections of this Contract. The listed parts must be factory installed equipment on Your Vehicle or replacement parts meeting the manufacturer's specifications.

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

**FAILURE** – The failure of any Covered Part to perform the function for which it was intended.

**LENDER/LESSOR** – means the Lender/Lessor identified in the FINANCE AGREEMENT.

**NORMAL WEAR AND TEAR** – Wear and Tear is defined as damage to a component that hasn't failed but doesn't meet the manufacturer's tolerances or specifications. Reduction in operating performance of a Covered Part which exceeds the published tolerances allowed by the manufacturer will be considered Normal Wear and Tear.

**ORIGINAL SCHEDULED TERMINATION DATE** - means the date YOUR FINANCE AGREEMENT terminates as set forth in the original FINANCE AGREEMENT signed by YOU.

**SERVICE CONTRACT PROVIDER, WE, US, AND OUR (OBLIGOR)** means Ownershield, Inc. P.O. Box 852770 Richardson, TX 75085 (855-292-9309).

For CA, OR, WA, WI Service Contract Provider means Independent Dealer Group, Inc. P.O. Box 852770 Richardson, TX 75085 (855-292-9309).

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

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

**YOU, YOUR** – The purchaser(s) of this Agreement.

## SECTION TWO – EMERGENCY ROADSIDE ASSISTANCE COVERAGE

### **FOR EMERGENCY ROADSIDE ASSISTANCE COVERAGE YOU MUST CALL 1- 888-246-2014**

The following are covered emergencies, subject to the one hundred dollar (\$100.00) per occurrence limit

Roadside Assistance is available 24 hours a day/365 days a year anywhere in the United States (including Alaska & Hawaii) and Canada. The following non-accident related services are available up to a maximum benefit of \$100.00 per incident:

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

Refer to section SEVEN H of this contract for additional Roadside Assistance terms and exclusions.

### SECTION THREE – PAINTLESS DENT REPAIR

#### A. COVERAGE AND CONDITIONS

  
Initials

WA Residents  
Only

This Agreement covers PDR repairs of minor dents and dings less than four inches (4") to exterior vertical and horizontal painted sheet metal body panels to the vehicle identified on this Agreement, subject to the conditions, exclusions and limitations contained herein. Provision of service under this Agreement may not be attempted or provided on a particular dent or ding in the event that Our technician determines, in his/her own discretion that the damage cannot be repaired using PDR. This Agreement may cover a new or a used vehicle; however, the vehicle must not be a model year more than five (5) years old at the time of purchase of this Agreement and the vehicle must be free of any pre-existing damage.

#### B. LIMIT OF LIABILITY

Coverage Limits: As long as conditions herein are met and the damage can be repaired through the PDR process, there are no limitations as to the number of PDR repairs You may receive within the term of the Agreement. LIMITATION OF LIABILITY: IN NO EVENT WILL WE BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL LOSS OR DAMAGE UNDER THIS AGREEMENT INCLUDING, BUT NOT LIMITED TO, LIABILITY FOR INJURY, LOSS OF LIFE, PROPERTY DAMAGE, LOSS OF USE, LOSS OF TIME, INCONVENIENCE OR COMMERCIAL LOSS, TO THE EXTENT PERMITTED BY LAW, WE DISCLAIM ANY WARRANTY THAT REPAIRS OR PERFORMANCE WILL BE OF ANY PARTICULAR STANDARD OR QUALITY. WE DO NOT GUARANTEE THAT PERFORMANCE OF THE PDR PROCESS WILL WORK IN EVERY CASE. WE ARE NOT LIABLE OR RESPONSIBLE FOR DAMAGE TO PAINT DURING PDR BECAUSE ANY DAMAGE TO PAINT AFTER THE PDR PROCESS INDICATES THAT THE PAINT WAS COMPROMISED OR DAMAGED PRIOR TO THE PDR PROCESS.

#### C. EXCLUSIONS

  
Initials

WA Residents  
Only

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

1. Large dents. Large dents may be non-repairable using the PDR process.
2. Environmental damage. Any dent, ding or damage caused, in whole or in part, by environmental conditions or events including rust, corrosion, hail and damage from chemicals.
3. Chrome or unpainted portions of Your vehicle, glass, plastic, or other non-metal exterior sections of the vehicle body or attached to the vehicle body.
4. Any damage to the interior of the vehicle, or the undercarriage of the vehicle.
5. Chips, cracks or other damage to the paint on the surface of the vehicle.
6. Dents or dings on roof panels equipped with a sunroof or moon roof.
7. Dents, dings or creases that may damage the body or paint finish if the PDR process is utilized.
8. Dents or dings that are not capable of being completely repaired by the PDR process.
9. Dents or dings that must be repaired using putty, sanding, bonding, primer, or paint.
10. Dents or dings where access is restricted due to bracing, double metal panels, aftermarket installations or other access limitations.
11. Commercial use of a vehicle, such as, but not limited to, emergency vehicles, police cars, ambulances and trucks rated over one ton.
12. Abuse. Damage caused by abuse of the vehicle, vandalism, acts of war, riots, or acts of God are excluded.
13. Dents or dings that were on the vehicle at the time this Agreement was purchased.

#### D. HOW TO FILE A CLAIM

1. To arrange for service under this CONTRACT, YOU must first call 855-292-9309 to obtain prior authorization.
2. You may not seek service from any other vendor, or receive any provision of service under this agreement, without prior approval.

### SECTION FOUR – WINDSHIELD REPAIR

#### A. COVERAGE AND CONDITIONS

  
Initials

WA Residents  
Only

1. Any chip or crack caused by propelled small rocks or stones while driving on public highways, streets or roads on above described VEHICLE's windshield that happened on or after the effective date of your Windshield Protection Plan.
2. Any stress cracks caused by bumps on public highways, streets or roads on above described VEHICLE's windshield that happened on or after the effective date of your Windshield Repair Plan.
3. Coverage is only available through Us and all customers must call OUR dedicated toll free number (855-292-9309) to obtain service. We will not reimburse you for services rendered outside of Us.

#### B. LIMIT OF LIABILITY

Total limit of liability during the TERM of this agreement is \$2000.00.

C. EXCLUSIONS

Initials

WA Residents Only

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

- (1) Cracks over 6 inches.
(2) Repair or replacement of a covered component/part to correct conditions that may reasonably be assumed to have existed at the inception date of the coverage provided by this agreement (pre-existing conditions).
(3) Repair of any parts during a covered repair which are not necessary to the completion of the covered repair or were not damaged by the failure of a covered part.
(4) Any cost covered by a repairer's or supplier's guarantee, or any cost which would normally be covered by a manufacturer's warranty.
(5) Costs or other damages caused by continued VEHICLE operation after the failure (or otherwise) including property damage, personal injury, inconvenience, loss of VEHICLE use, and commercial loss. Punitive damages are also expressly excluded.
(6) A failure caused by collision, fire, electrical fire or meltdown, theft, freezing, vandalism, flood, or for any hazard insurable under standard physical damage insurance policies, whether or not such insurance is in force with respect to the VEHICLE.
(7) Liability for damage to property, or for injury to or death of any person rising out of the operation, maintenance or use of the VEHICLE whether or not related to a failure.
(8) Any costs or other benefit for which the manufacturer has announced its responsibility through any means including public recalls or factory service bulletins.
(9) Any part covered by the original VEHICLE manufacturer's warranty.
(10) A gradual reduction in operating performance due to NORMAL WEAR AND TEAR, (wear and tear is defined as damage to a component that hasn't failed but doesn't meet the manufacturer's tolerances or specifications.)
(11) Vehicles that have been modified beyond manufacturer's specifications which may affect the failure, or that may increase the likelihood of a failure.
(12) This plan is excess to any other policy that may be in force during this plan.
(13) Vehicles being used for commercial purposes.
(14) FAILURE occurring from operating on any surface other than Federal, State, County, City or Municipality paved roads or highways.
(15) FAILURE outside the Continental United States and Canada.
(16) This Plan does not cover damage from collisions, vandalism, hail, other weather related hazards, factory defects, or any windshield damage other than described above. Other exclusions include damage resulting from war, invasion, civil war, insurrection, rebellion or revolution, nuclear radiation or radioactive contamination, or any act of terrorism.

D. HOW TO FILE A CLAIM

- 1. To arrange for service under this CONTRACT, YOU must first call 855-292-9309 to obtain prior authorization.
2. Once authorization is granted, YOU will be contacted by a certified technician.
3. You may not seek service from any other vendor, or receive any provision of service under this agreement, without prior approval.

SECTION FIVE – KEY REPLACEMENT

A. COVERAGE & CONDITIONS

Initials

WA Residents Only

In the event a Covered Vehicle key/ remote is lost, stolen or inoperable, You are eligible for reimbursement consideration up to, but not to exceed five thousand (\$5,000) dollars. Covered replacement cost means the customary parts and labor costs required to complete the repair or replacement of the covered key/remote, which in no case shall exceed the manufacturer's suggested retail for a replacement key/ remote. Prior authorization is required for ALL key replacements. Eligible Key(s)/Remotes means one (1) of the keys/remotes provided to you at the time of vehicle's original delivery.

B. LIMIT OF LIABILITY

Up to \$5000 total limit of liability.

C. EXCLUSIONS

Initials

WA Residents Only

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

- 1. Any replacement key/remote made without Our prior authorization.
2. Any key/remote repair or replacement covered by warranty, recall, or acknowledgement of responsibility issued by the manufacturer of the eligible key/remote to be replaced.

3. Any damages or loss whatsoever, whether consequential, direct, or otherwise, resulting from the failure or loss of a programmed key/remote.
4. Commercial vehicles.
5. Vehicles not certified for sale within the United States at the time of manufacture, salvaged vehicles, a vehicle whose title has been branded, or a vehicle that's been declared a total loss.

#### D. HOW TO FILE A CLAIM

To obtain key/remote replacement benefits under this agreement, Agreement holder must comply with the following conditions:

1. All claims must be reported to Us as soon as reasonably possible. Contact the Administrator 855-292-9309.
2. If Agreement holder is within a 45-mile radius of the originating dealer, Agreement holder must return there to have a replacement key/remote cut and programmed. If Agreement holder is outside the 45-mile radius, Agreement holder may go to any appropriate franchise dealer.
3. The originating dealer must email a copy to customerservice@smartautocare.com of the original repair order to the company for final payment.
4. If it is necessary for Agreement holder to go to non-originating dealer, Agreement holder shall call Us (855-292-9309) for prior approval before replacing the key/remotes.

### SECTION SIX— AGREEMENT GENERAL PROVISIONS

#### A. AGREEMENT GENERAL PROVISIONS

- (1) If We ask, You agree to assist Us in enforcing Your rights against any manufacturer or repair facility that may have responsibility to You for the cost of repairs covered under this Agreement.
- (2) We may require You to assign Your rights of recovery against others in the event that We pay for any claim made under this Agreement. We will not pay for any claim hereunder if You impair these rights of recovery. You may not waive Your right(s) to recover from others.
- (3) If more than one service agreement/contract, warranty or insurance policy can be applied to a claim, coverage under this Agreement shall be excess over all other such coverage(s), whether collectible or not. However, when You are required to pay a deductible for a Breakdown covered under another service agreement/contract, warranty or insurance policy, this Agreement will reimburse You for such deductible if the Breakdown would have been covered under this Agreement. The maximum benefit per each covered Breakdown deductible reimbursement shall be one hundred dollars (\$100.00).
- (4) Replacement parts may be new, remanufactured, independently manufactured/distributed or of like kind and quality at discretion of the administrator.

#### B. TRANSFER

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

- (1) You have requested a transfer request form from Us within fifteen (15) days of the change of ownership of the Vehicle.
- (2) Within thirty (30) days of change of ownership You provide Us with the following:
  - (a) A transfer fee of fifty dollars (\$50.00). Only a check or a money order will be accepted.
  - (b) The completed transfer request form with all required signatures.
- (3) If the transferee does not receive a confirmation of transfer within forty five (45) days after change of ownership, the transferee should notify Us.

#### C. PAYMENT PLAN PROVISIONS

In the event the purchase price of Your Agreement is being paid for through a Payment Plan (or its equivalent) which is terminated for non-payment, the Term and Mileage Limit of this Agreement will be modified to reflect the portion of the Agreement that You have paid for. The modified Term and Mileage Limit of the Agreement will be calculated on a pro-rata basis by adding the time and mileage that you have paid for to the Agreement Purchase Date and Vehicle Odometer Mileage on the Agreement Purchase Date as listed on the Declarations Page. You may contact the Administrator toll-free at 855-292-9309 to obtain the modified Term and Mileage Limits.

#### C1. FINANCIAL AGREEMENTS

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

#### D. CANCELLATION

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

4. In the event the purchase price of Your Agreement is being paid for through a Payment Plan (or its equivalent) any outstanding balance held by payment plan provider would be deducted from the refund amount due to the Agreement Holder.
5. All refunds will be issued through the Dealer from whom the Agreement was purchased.

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

- Failure by the Agreement Holder to pay an amount when due.
- Conviction of the Agreement Holder of a crime, which results in an increase in the service required under this Agreement.
- Discovery of fraud or material misrepresentation by the Agreement Holder in obtaining this Agreement or in presenting a claim for service hereunder.
  
- Discovery of an act or omission by the Agreement Holder, or a violation by the Agreement Holder of any condition of this Agreement, which occurred after the effective date of this Agreement and which substantially and materially increases the service required under this Agreement, including but not limited to failure of the odometer of the vehicle or if for any reason it does not record the actual mileage of the vehicle after the Agreement Purchase Date and the actual mileage of the vehicle cannot be established to a reasonable degree of certainty, and if the vehicle is used for commercial purposes.
- A material change in the nature or extent of the required service or repair which occurs after the effective date of this Agreement and which causes the required service or repair to be substantially and materially increased beyond that contemplated at the time this Agreement was issued or sold.
- No cancellation of this Agreement by The Administrator shall become effective until fifteen (15) days after the notice of cancellation is mailed to the Agreement Holder the Administrator will not charge a cancellation fee if this Agreement is cancelled by the Administrator.

#### **E. VEHICLES NOT COVERED**

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

- (1) Vehicles not certified for sale within the United States at the time of manufacture, salvaged vehicles, a vehicle whose title has been branded, or a vehicle that's been declared a total loss.
- (2) Trucks or vans with a Gross Vehicle Weight (GVW) in excess of 13,300 lbs.
- (3) Vehicles used for construction purposes, delivery purposes, commercial towing, commercial farm operation, volunteer public service(s), snow plowing, rental, livery, taxi, motor pool vehicles, or any type of emergency vehicle.
- (4) Vehicles used for on or off road racing or vehicles which are equipped or used for towing in excess of what is recommended by the manufacturer.
- (5) Vehicles with modifications or alterations to the suspension that do not meet manufacturer's specifications or are not approved by the Vehicle manufacturer, including but not limited to the failure of any custom or add-on part, all frame or suspension modifications not recommended by manufacturer, or any tire that is not recommended by the original manufacturer if it creates an odometer/speedometer variance of greater than 4%.

#### **F. ARBITRATION PROVISION**

READ THE FOLLOWING ARBITRATION PROVISION ("PROVISION") CAREFULLY. IT LIMITS CERTAIN OF YOUR RIGHTS, INCLUDING YOUR RIGHT TO OBTAIN RELIEF OR DAMAGES THROUGH COURT ACTION.

As used in this provision, "You" and "Your" means the person or persons named in this Agreement, and all of his/her heirs, survivors, assigns and representatives. And "We" and "Us" shall mean the Obligor identified on the Declarations Page and shall be deemed to include all of its agents, affiliates, successors and assigns, and any retailer or distributor of its products, and all of the dealers, licensees and employees of any of the foregoing entities. Any and all claims disputes, or controversies of any nature whatsoever (whether in contract, tort or otherwise, including statutory, common law, fraud (whether by misrepresentation or by omission) or other intentional tort, property, or equitable claims) arising out of, relating to, or in connection with (1) this Agreement or any prior agreement, and the purchase thereof; and (2) the validity, scope, interpretation, or enforceability of this Provision or of the entire Agreement ("Claim"), shall be resolved by binding arbitration before a single arbitrator. All arbitrations shall be administered by the American Arbitration Association ("AAA") in accordance with its Expedited Procedures of the Commercial Arbitration Rules of the AAA in effect at the time the claim is filed. The terms of this Provision shall control any in-consistency between the AAA's Rules and this Provision. You may obtain a copy of the AAA's rules by calling (800) 778-7879. Upon written request, We will advance to You either all or part of the fees of the AAA and of the arbitrator. The arbitrator will decide whether You or We will be responsible for these fees. The arbitrator shall apply relevant substantive law and applicable statute of limitations and shall provide written, reasoned findings of fact and conclusions of law. This Provision is part of a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act, 9 U.S.C. § et seq. If any portion of this Arbitration Provision is deemed invalid or unenforceable, it shall not invalidate the remaining portions of the Arbitration Provision. This Arbitration Provision shall inure to the benefit of and be binding on You and Us and its Provisions shall continue in force and effect subsequent to and notwithstanding the expiration of termination of this Agreement. You agree that any arbitration proceeding will only consider Your Claims. Claims by, or on behalf of, other individuals will not be arbitrated in any proceeding that is considering Your Claims.

YOU AND WE UNDERSTAND AND AGREE THAT BECAUSE OF THIS ARBITRATION PROVISION, NEITHER YOU NOR US WILL HAVE THE RIGHT TO GO TO COURT EXCEPT AS PROVIDED ABOVE OR TO HAVE A JURY TRIAL OR TO PARTICIPATE AS ANY MEMBER OF A CLASS OF CLAIMANTS TO ANY CLAIM.

#### **G. FOR ASSISTANCE**

IN THE EVENT OF A BREAKDOWN, CANCELLATION, TRANSFER, OR FOR ANY OTHER QUESTIONS OR CONCERNS, CALL 855-292-9309 TOLL FREE.  
FOR EMERGENCY ROADSIDE ASSISTANCE, CALL 888-246-2014 TOLL FREE.

#### **H. ROADSIDE ASSISTANCE**

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

Vehicle” is defined as the vehicle listed on the application for this contract and registered with Auto Knight Motor Club (Vehicle Identification Number and Year, Manufacturer and Model).

All of the emergency roadside assistance services are provided by Auto Knight Motor Club, Inc. administrative offices located at 43100 Cook Street, Suite 20, Palm Desert, California 92211. All entities are collectively referred to as “Auto Knight” throughout these Terms and Conditions.

Just call TOLL-FREE 1-888-246-2014 and a service vehicle will be dispatched to your assistance. Important: Please be with your Covered Vehicle when the service provider arrives, unless it is unsafe to remain with the vehicle, as the provider cannot service an unattended vehicle. In the event that service is not obtainable through Auto Knight, you will receive an authorization number to receive a refund of payments made according to your program benefit and coverage limits for services received independently. You must first contact Auto Knight for authorization to obtain independent services.

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

## **SECTION SEVEN – SPECIAL STATE DISCLOSURES AND REQUIREMENTS**

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

### **ALABAMA**

No administrative fee will be charged if We cancel Your Agreement.

A ten percent (10%) penalty per month shall be added to a refund not paid or credited within forty-five (45) days after return of the Agreement to the Administrator. An administrative fee not to exceed twenty-five dollars (\$25.00) will be charged for cancellations occurring after thirty (30) days.

### **ARIZONA**

You may also cancel this Agreement by returning it to the Administrator, Ownershield, Inc., as listed on the Declarations Page.

We may cancel this Agreement for non-payment of the Agreement charge, or for Your misrepresentation in the submission of a claim. We may cancel this Agreement if Your Vehicle is found to be modified by You in a manner not recommended by the manufacturer after the Agreement purchase date, or Your Vehicle is found to be used as a commercial Vehicle.

In the event of cancellation You will not be charged for claims paid or repair service fees.

Only those alterations made to Your Vehicle after the Agreement purchase date are excluded as noted in SECTION SEVEN E. VEHICLES NOT COVERED, ITEM (5). SECTION SEVEN E. VEHICLES NOT COVERED, ITEM (1). does not apply to Arizona residents.

The Arbitration Provision does not prohibit an Arizona resident from following the process to resolve complaints as outlined by the Arizona Department of Insurance. To learn more about this process, You may contact the Arizona Department of Insurance at 2910 N. 44th St., 2nd Floor, Phoenix, AZ 85018-7256, ATTN: Consumer Affairs.

### **ARKANSAS**

Arbitration Section is amended to include the following: In the State of Arkansas arbitration is non-binding and voluntary and a jury trial is not prohibited. SECTION FOUR, E CANCELLATION, ITEM 3 is amended with the following: Cancellation fee may not exceed fifty (50) dollars.

### **CALIFORNIA**

A covered part has failed when it can no longer perform the function for which it was designed solely because of its condition and not because of the action or inaction of any non-covered parts.

The definition of Pre-existing means existing prior to when breakdown coverage begins as shown on the Declarations Page of this Service Agreement.

SECTION THREE.A NEW/USED TIRE AND WHEEL GUARANTEE IS DELETED AND REPLACED WITH THE FOLLOWING:

We will pay or reimburse You for approved costs to repair or replace any Breakdown of a part listed in the Schedule of Coverages. REPLACEMENT PARTS MAY BE NEW, REMANUFACTURED, INDEPENDENTLY MANUFACTURED/DISTRIBUTED OR OF LIKE KIND AND QUALITY AT DISCRETION OF THE ADMINISTRATOR.

SECTION SEVEN.A AGREEMENT GENERAL PROVISIONS IS AMENDED BY ADDING THE FOLLOWING:

If You have a right to recover funds that We have paid under this Agreement against another party (such as a manufacturer’s warranty claim, parts warranty, other service contract, etc.), Your rights to recover these funds shall become Our rights. You agree to provide reasonable assistance to help Us to recover these funds. We shall recover only the excess after You are fully compensated for Your loss.

Under the SECTION SEVEN.F Arbitration Provision, the following is added: This Provision shall inure to the benefit of and be binding on You and Us following exhaustion of Your right to file claims with the Insurance Company and/or the California Department of Insurance (“DOI”) as specified on the Declarations

Page. However, if You choose to forego Your right to file Your claims with the Insurance Company and the DOI, You waive those rights and this Provision will be enforced and binding. 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. Reference to the Federal Arbitration Act in the Arbitration Provision of this Agreement shall be replaced with the following citation: CAA (CCP § 1280 et seq). The reference to the class action waiver is hereby stricken from the ALL CAPS portion of the Arbitration Provision in this Agreement. The choice of law for all California residents is California. The fee provision in the Arbitration Provision of this Agreement shall be amended to include California Code of Civil Procedure, Title 9, Chapter 1 § 1284.3.

California Customers: Performance to you under this contract is guaranteed by a California approved insurance company. You may file a claim with this insurance company if any promise made in the contract has been denied or has not been honored within 60 days after your request. The name and address of this insurance company is: Specialty Insurance Company, 605 North Highway 169, Suite 800, Plymouth, MN 55441. If you are not satisfied with the insurance company's response, you may contact the California Department of Insurance at 1-800-927-4357.

#### Cancellations by purchaser

- (1) You may cancel this contract at any time by notifying Us in writing and enclosing a copy of this Contract.
- (2) If you cancel this Contract in writing to Us within 60 days (new and 30 days used) after receipt of the Contract, and You have not made a Claim, We will refund the full Contract purchase price.
- (3) If you cancel this Contract in writing to Us within 60 days (new and 30 days used) after receipt of the Contract, and You have made a Claim, We will refund, at our option, a pro rata portion of the Contract purchase price based on (a) expired months; or (b) expired mileage, or (c) the retail value of any service provided.
- (4) If you cancel this Contract in writing to Us after the first sixty (60) days (for new vehicle and 30 days for a used vehicle) after receipt of the Contract, or if you have made a Claim, We will refund, at our option, a pro rata portion of the Contract purchase price based the lesser of ten percent (10%) of the purchase price of this Contract or twenty-five dollars (\$25).

#### Cancellations by Obligor/Administrator:

- (1) We may cancel this contract for any reason within the first 60 days. After the first 60 days we may only cancel for fraud, misrepresentation or non-payment by You.
- (2) If we cancel this Contract, we will refund the full purchase price within 30 days of cancellation. However, if we have paid a claim, or have advised you in writing that we will pay a claim, we will refund the pro rata amount, less the amount of the claims paid prior to cancellation and no cancellation fee will be charged. The cancellation shall be effective 5 days from the postmark date on the notice of cancellation.
- (3) In the event of repossession, the refund will be paid solely to the lien holder.
- (4) If the purchase of the Contract was financed, the seller may make the refund payable to the purchaser, the assignee, or lender of record, or both.

#### CONNECTICUT

Resolution of Disputes - In accord with CT Bulletin PC-45, a written complaint may be mailed to: State of Connecticut, Insurance Department, P O Box 816, Hartford, CT 06142-0816, Attn: Consumer Affairs. The written complaint must contain a description of the dispute, the purchase or lease price of the product, the cost of repair of the product and a copy of the warranty Agreement.

Connecticut Public Act, 87-393, Laws 1987, requires an automobile dealer to provide a warranty covering certain classes of used motor vehicles as follows:

Used vehicles with a sale price of \$3,000 but less than \$5,000

Provides coverage for 30 days or 1,500 miles, whichever occurs first.

Used vehicles with a sale price of \$5,000 or more

Provides coverage for 60 days or 3,000 miles, whichever occurs first.

The Vehicle You have purchased may be covered by this law. If so, the following is added to this Agreement: In addition to the dealer warranty required by this law, You have elected to purchase this Agreement, which may provide You with additional protection during the dealer warranty period and provides protection after the dealer warranty has expired. You have been charged separately only for this Agreement. The required dealer warranty is provided free of charge. Furthermore, the definitions, Coverages and exclusions stated in this Agreement apply only to this Agreement and are not the terms of the required dealer warranty.

If Your Vehicle is being repaired for a Breakdown covered by the warranty plan, and the warranty plan expires during the repair, the warranty plan is extended until the repair is completed.

#### GEORGIA

Only those alterations made to Your Vehicle while owned by You are excluded as noted in SECTION EIGHT, E VEHICLES NOT COVERED, ITEM (5).

We may cancel this Agreement for non-payment of the Agreement charge, for material misrepresentation, or for fraud and no administration fee will be charged. The cancellation shall be in writing and shall not be less than 30 days from the date of mailing or delivery in person of such notice of cancellation.

(If this Agreement is cancelled after the first thirty (30) days or a claim has been filed, We will refund an amount of the Agreement charge according to the pro-rata method reflecting the greater of the days in force or the miles driven based on the term of the plan selected and the date Coverage begins. An administration fee not to exceed 10% of the pro-rata amount will be applied if this Agreement is cancelled by You. If You have cancelled this Agreement and have not received the refund from Us or the Administrator within sixty (60) days of such cancellation, You may contact the Insurance Company identified on the Declarations Page. In the event of cancellation You will not be charged for claims paid or repair service fees. The Arbitration Provision section of this Agreement is stricken in its entirety.

SECTION SEVEN, C. PAYMENT PLAN PROVISIONS is amended with the Following:

The Payment Plan Provider must hold a power of attorney in order to modify the agreement to reflect the portion paid for by the contract holder.

SECTION SEVEN, D. CANCELLATION, ITEM 5 is deleted and replaced with the Following:

5. If this Agreement was financed (purchased on a payment plan) by a funding party, the funding party shall be entitled to any refund(s) resulting from cancellation of this Agreement for any reason including repossession of Your Vehicle, or total loss of Your Vehicle. Failure to make monthly payments in a

timely manner may result in cancellation of this Agreement and no refund will be due and no claims will be approved. The lienholder shown on the Declarations Page may only cancel this Agreement if they hold power of attorney.

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

#### HAWAII

The definition of Breakdown means the failure of a covered part under normal service due to defects in material and workmanship. A covered part has failed when it can no longer perform the function for which it was designed solely because of its condition and not because of the action or inaction of any non-covered parts. Hawaii Revised Statutes requires an automobile dealer to provide a warranty covering certain classes of used motor vehicles as follows:

Used vehicles with less than 25,000 miles at the time of sale

Provides coverage for 90 days or 5,000 miles, whichever occurs first.

Used vehicles with 25,000 miles or more but less than 50,000 miles at the time of sale

Provides coverage for 60 days or 3,000 miles, whichever occurs first.

Used vehicles with 50,000 miles or more but not more than 75,000 miles at the time of sale

Provides coverage for 30 days or 1,000 miles, whichever occurs first.

The Vehicle You have purchased may be covered by this law. If so, the following is added to this Agreement: In addition to the dealer warranty required by this law, You have elected to purchase this Agreement, which may provide You with additional protection during the dealer warranty period and provides protection after the dealer warranty has expired. You have been charged separately only for this Agreement. The required dealer warranty is provided free of charge. Furthermore, the definitions, Coverages and exclusions stated in this Agreement apply only to this Agreement and are not the terms of the required dealer warranty.

#### ILLINOIS

This Service Agreement provides no Coverage or Benefits for any repair or replacement of any covered part if a Breakdown has not occurred. A gradual reduction in operating performance due to wear and tear does not constitute a Breakdown.

The Service Agreement provider may retain a cancellation fee not to exceed the lesser of 10% of the Service Agreement price or fifty dollars (\$50).

#### INDIANA

Your proof of payment to the issuing dealer for this Agreement shall be considered proof of payment to the Insurance Company which guarantees Our obligations to You, providing such insurance was in effect at the time You purchased this Agreement.

#### IOWA

If You have any questions regarding this Agreement, You may contact the Administrator by mail or by phone. Refer to the Declarations Page for the Administrator's address and toll free telephone number. Iowa residents only may also contact the Iowa Insurance Commissioner at the following address: Iowa Insurance Department, 6th floor, Lucas State Office Building, Des Moines, Iowa 50319.

A ten percent (10%) penalty will be added each month to any refund not paid to the Agreement Holder within thirty (30) days of the return of the Service Agreement to the Service Company.

#### LOUISIANA

CANCELLATION: Item 3 is deleted and replaced with the following: The Agreement Holder may cancel this Agreement within thirty (30) days of the Agreement Purchase Date and receive a full refund of the total Agreement Purchase price, less the applicable cancellation fee in the amount of fifty dollars (\$50). The Agreement Holder may cancel this Agreement at any other time and receive a pro-rata refund of the total Agreement Purchase Price based on the greater of the days in force or the miles driven compared to the total Agreement term, less a fifty dollar (\$50) cancellation fee. The term of this Agreement for cancellation purposes will be based on the date of purchase of the vehicle and the vehicle mileage on such date.

#### MAINE

CANCELLATION: If You cancel after the Activation Period, or if a claim has been made under this Contract, the amount of the refund shall be a pro-rata share of the last Renewal Payment of the Contract as determined above less claims paid.

#### MINNESOTA

The coverages listed below are provided to You by the dealer at no charge as required by Minnesota Statute 325F.662. The term of the required warranty is based on the mileage at the time of sale as follows:

Used vehicles with less than 36,000 miles at the time of sale

Provides coverage for 60 days or 2,500 miles, whichever occurs first.

Used vehicles with 36,000 miles or more but less than 75,000 miles at the time of sale

Provides coverage for 30 days or 1,000 miles, whichever occurs first.

Your rights and obligations are fully explained in the dealer issued used vehicle limited warranty document.

If You have cancelled this Agreement and have not received the refund from Us or the Administrator within sixty (60) days of such cancellation, You may contact the Insurance Company identified on the Declarations Page.

Definition "Pre-existing" is not applicable to Minnesota residents.

The Arbitration Provision section of this Agreement is stricken in its entirety.

#### MISSISSIPPI



The Arbitration Provision section of this Agreement is stricken in its entirety.

#### NEBRASKA

If We cancel this Agreement, We will give you sixty (60) days notification, except for non payment, which will be ten (10) days notification.

If a settlement for a claim dispute cannot be reached, the parties may elect arbitration by mutual agreement at the time of the dispute after the claimant has exhausted all internal appeals and can be binding by consent of the Agreement holder. Arbitration will take place under the laws of the State of Nebraska and will be held in the Agreement holder's county of residence or any other county in this state agreed to by both parties.

#### NEVADA

This Service Agreement is not renewable.

Nevada Residents: The provisions of this Agreement apply only to the original purchaser of the Service Agreement.

We may cancel this Agreement within 70 days from the date of purchase for any reason. After 70 days, We may only cancel this Service Agreement for fraud, material misrepresentation, nonpayment by You or a substantial breach of duties by You relating to the covered property or its use. We may cancel this Agreement if Your Vehicle is found to be modified in a manner not recommended by the manufacturer, or if Your Vehicle is found to be used as a commercial Vehicle; however, We may only cancel this Agreement for these reasons if such modification or use occurred after the effective date of this Agreement and substantially and materially increases the service required under this Agreement. If We cancel Your Agreement, You will be entitled to a refund on the unearned Agreement fee according to the pro-rata method reflecting the greater of the days in force or the miles driven based on the term/miles selected and the date Coverage begins, no administrative fee will be deducted. In the event We cancel this Agreement, written notice will be sent to Your last known address at least 15 days prior to cancellation with the effective date of the cancellation.

You may cancel this Agreement at anytime. If You have made no claim and Your request for cancellation is within 30 days, the full price You paid for the Service Agreement will be refunded and no administrative fee will be deducted. If You have made a claim under the Agreement, or if Your request is beyond the first 30 days, We will refund to You an amount based on the pro-rata method, less a \$50.00 administrative fee. If Your Agreement was financed, the outstanding balance will be deducted from any refund, however, You will not be charged for claims paid or repair service fees. If You cancel this Agreement and the refund is not processed within 45 days, a 10% penalty will be added to the refund for every 30 days the refund is not paid.

SECTION SEVEN E. VEHICLES NOT COVERED, ITEM (5) is deleted and replaced with the Following:

This Agreement will not cover any unauthorized modifications to Your Vehicle, or any damages arising from such unauthorized modifications. However, if Your Vehicle is modified in a manner that is not recommended by the manufacturer of Your Vehicle, the Obligor will not automatically suspend all coverage. Rather, this Agreement will continue to provide any applicable coverage that is not related to the unauthorized or non-manufacturer-recommended modification or any damages arising therefrom, unless such coverage is otherwise excluded by the terms of this Agreement.

#### NEW JERSEY

If You request cancellation of this Contract within sixty (60) days of the purchase date of the Contract and the refund is not paid or credited within forty-five (45) days after Your cancellation request to Us, a ten percent (10%) penalty will be added to the refund for every thirty (30) days the refund is not paid. If We cancel this Contract, We shall mail a written notice to You at Your last known address at least five (5) days before cancellation. The notice shall state the effective date of the cancellation and the reason for the cancellation. Written notice is not required if canceled due to nonpayment by You of the provider fee; a material misrepresentation by You to the provider; or substantial breach of duties by You relating to the covered product or its use.

#### NEW YORK

Section 196b of New York General Business Law requires an automobile dealer to provide a warranty covering certain classes of used motor vehicles as follows:

Used vehicles with 36,000 miles or less at the time of sale

Provides coverage for 90 days or 4,000 miles, whichever occurs first.

Used vehicles with more than 36,000 miles but less than 80,000 miles at the time of sale

Provides coverage for 60 days or 3,000 miles, whichever occurs first.

Used vehicles with 80,000 miles or more but no more than 100,000 miles at the time of sale

Provides coverage for 30 days or 1,000 miles, whichever occurs first.

The Vehicle You have purchased may be covered by this law. If so, the following is added to this Agreement: In addition to the dealer warranty required by this law, You have elected to purchase this Agreement, which may provide You with additional protection during the dealer warranty period and provides protection after the dealer warranty has expired. You have been charged separately only for this Agreement. The required dealer warranty is provided free of charge. Furthermore, the definitions, Coverages and exclusions stated in this Agreement apply only to this Agreement and are not the terms of the required dealer warranty.

SECTION SEVEN.AGREEMENT GENERAL PROVISIONS, ITEM (D) CANCELLATION IS AMENDED BY ADDING THE FOLLOWING: If a refund is not made within 30 days of the return of the contract, the provider must pay the holder an additional ten percent of the amount of the refund. An additional ten percent penalty shall be added to the refund for each subsequent month that the refund is made.

#### OREGON

If You have any questions regarding this Agreement, or a complaint against the Obligor, You may contact the Oregon Department of Consumer & Business Services, Insurance Division, Consumer Advocacy Unit at 350 Winter Street NE, Room 300, Salem, Oregon 97301, (888) 877-4894.

If a settlement for a claim dispute cannot be reached, the parties may elect arbitration by mutual agreement at the time of the dispute after the claimant has exhausted all internal appeals and can be binding by consent of the Agreement holder. Arbitration will take place under the laws of the State of Oregon and will be held in the Agreement holder's county of residence or any other county in this state agreed to by both parties.

SOUTH CAROLINA

If You have any questions regarding this Agreement, or a complaint against the Obligor, You may contact the South Carolina Department of Insurance at Capitol Center, 1201 Main Street, Suite 1000, Columbia, South Carolina 29201, (803) 737-6180.

If We cancel this Agreement We shall mail a written notice to You at the last known address held by Us at least 15 days prior to cancellation, providing You with notice of cancellation date and the reason for cancellation. However, prior notice is not required if the reason for cancellation is nonpayment of the provider fee, a material misrepresentation by the Service Agreement Holder to the provider, or a substantial breach of duties by the Service Agreement Holder relating to the covered product or its use. A ten percent penalty per month shall be added to a refund that is not paid or credited within 45 days after return of the Service Agreement to the provider. The total amount of all authorized claims will be deducted from all refunds.

TEXAS

If You have any questions regarding the regulation of the Service Agreement provider or a complaint against the Obligor, You may contact the Texas Department of Licensing & Regulation, 920 Colorado, P.O. Box 12157, Austin, Texas 78711, (800) 803-9202.

If We cancel this Agreement We shall mail a written notice to You at the last known address held by Us before the fifth day preceding the effective date of cancellation. The notice will state the effective date and the reason for the cancellation. However, prior notice is not required if the reason for cancellation is nonpayment of the provider fee, a material misrepresentation by the Service Agreement Holder to the provider, or a substantial breach of duties by the Service Agreement Holder relating to the covered product or its use. If a Service Agreement is cancelled and the provider does not pay the refund or credit the Service Agreement Holder's account before the 46th day after the date of the return of the Service Agreement to the provider, the provider is liable to the Agreement Holder for a penalty in an amount not to exceed 10 percent of the amount outstanding per month.

UTAH

Coverage provided under this Agreement is not guaranteed by the Property and Casualty Guarantee Association. This service Agreement or warranty is subject limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department. If You are in need of emergency repairs and are unable to contact Us for prior authorization, then You may take Your Vehicle to any state licensed repair facility to have the repairs performed prior to authorization by Us. In such a case, You must contact Us as soon as possible to open a claim file. Failure to obtain prior authorization from Us prior to the performance of a repair will not invalidate a covered claim if You show that it was not reasonably possible to do so. Additionally, failure to furnish Us with copies of repair orders and other requested receipts or documents within thirty (30) days of the repair will not invalidate a covered claim if You show that it was not reasonably possible to do so.

This Service Agreement or warranty is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department

Note: Coverage afforded under this Agreement is not guaranteed by the Property and Casualty Guarantee Association.

We may cancel this Agreement for the following reasons by sending to You notice of cancellation and the reason for cancellation, via first class mail, to Your last known address:

- 1. We may cancel this Agreement for non-payment of the Agreement charge. Such cancellation will be effective 10 days after mailing of notice.
- 2. We may cancel this Agreement for misrepresentation of a claim. Such cancellation will be effective 30 days after mailing of notice.

The Arbitration Provision section of this Agreement is stricken in its entirety.

WASHINGTON

Our performance under this Contract is insured by an insurance policy issued to Us by Lyndon Southern Insurance Company (Policy No. 29 Independent), 10151 Deerwood Park Blvd, Bldg. 100, Suite 500, Jacksonville, FL 32256, (800) 888-2738. You may file a claim directly with the insurance company. If You cancel this Contract, You may apply for a refund with the insurance company.

The warranty of merchantability on the motor vehicle is not waived if the contract was purchased within ninety (90) days of the purchase date of the motor vehicle, and the provider or service contract seller also sold the covered motor vehicle. SECTION "CANCELLATION" of this Contract is hereby amended to include the following provisions: If We fail to refund You or to credit your account within thirty (30) days after the Contract has been returned to Us, We shall pay You a penalty of ten (10) percent of the purchase price. If You cancel this Contract within the first 9 days and no claim has been made, We will refund the entire Contract charge paid. If You cancel this Contract within the first ten to thirty (10-30) days We will pay a full refund of the Contract purchase price less an administration fee of twenty-five dollars (\$25.00). If You cancel this contract after thirty (30) days, We will refund an amount of the Contract charge according to the pro rata method reflecting the greater of the days in force or the miles driven based on the term of the plan selected and the date coverage begins, less an administration fee of twenty-five dollars (\$25.00).

	WA Residents Only
Initials	

Arbitration proceedings must be held at a location in close proximity to the Contract holder's permanent residence.

The state of Washington is the jurisdiction for any civil action in connection with this vehicle service contract. The Warranty of merchantability on the motor vehicle is not waived if the contract was purchased within ninety (90) days of the purchase date of the motor vehicle, and the provider or the service contract seller also sold the covered motor vehicle.

If You are in need of emergency repairs and are unable to contact Us for prior authorization, then You may take Your Vehicle to any state licensed repair facility to have the repairs performed prior to authorization by Us. In such a case, You must contact Us as soon as possible to open a claim file. Failure to obtain prior authorization from Us prior to the performance of a repair will not invalidate a covered claim if You show that it was not reasonably possible to do so. Additionally, failure to furnish Us with copies of repair orders and other requested receipts or documents within thirty (30) days of the repair will not invalidate a covered claim if You show that it was not reasonably possible to do so.

WISCONSIN

Our obligations and the performance to You under the Service Agreement are guaranteed and insured by a policy issued by Atlantic Specialty Insurance Company 605 North Highway 169, Suite 800, Plymouth, MN 55441, Tel: (800) 888-2738. If a covered claim is not paid within sixty (60) days after a contract holder provides proof of loss, or if the provider becomes insolvent or otherwise financially impaired, the contract holder may file a claim directly with the

service contract reimbursement insurer for reimbursement, payment, or provision of the service, You may file a claim directly with the Insurance Company by calling toll-free 800-888-2738, or at the above address.

In the state of Wisconsin, preauthorization of repair work is required by US. However, if Extenuating circumstances prevent the customer from obtaining preauthorization, WE will not deny a claim based solely on the lack of preauthorization.

**UNDER SECTION TWO – EMERGENCY ROADSIDE ASSISTANCE COVERAGE:**

Roadside Assistance is Administered by: AutoKnight 43100 Cook Street, Suite 20, Palm Desert, California 92211.

**SECTION SEVEN SUBSECTION D, "CANCELLATION"** of this Contract is hereby amended to include the following provisions:

- (a) WE shall mail a written notice to the YOU at the last-known address contained in the records of the provider at least 5 days prior to cancellation by the provider.
- (b) The notice under par. (a) shall state the effective date of the cancellation and the reason for the cancellation.
- (c) If a service contract is cancelled by US for a reason other than nonpayment of the provider fee, WE shall refund to YOU 100 percent of the unearned pro-rata provider fee, less any claims paid.

**Cancellations by service contract holder:**

Service contracts shall require US to permit the service contract holder to return the service contract within 20 days of the date the service contract was mailed to YOU, or within 10 days of delivery if the service contract is delivered to YOU at the time of sale, or within a longer period permitted under the service contract. Upon return of the service contract to US within the applicable period, if no claim has been made under the service contract prior to its return to the US, the service contract is void and the WE shall refund to YOU, or credit YOUR account, the full purchase price of the service contract. Unless otherwise stated in a service contract, the right to void a service contract under this paragraph is not transferable and shall apply only to the original service contract purchaser. If WE do not pay or credit a refund within 45 days after the return of a service contract to the US, WE shall pay a 10 percent per month penalty of the refund amount outstanding which the provider shall add to amount of the refund.

Subsequent to the period specified above for voiding a service contract, or if a claim has been made under the service contract, YOU may cancel the service contract and the WE shall refund to YOU 100 percent of the unearned pro rata provider fee, less any claims paid. WE may charge a reasonable administrative fee for the cancellation, which may not exceed 10 percent of the provider fee.

WE have the right to subrogation collections, but only after YOU have been made whole and are fully compensated for damages.

**The Arbitration Provision section of this Agreement is stricken in its entirety.**

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

**WYOMING**

Our obligations under this Service Agreement are insured by a policy issued by the Insurance Company as noted on the Declarations Page. If a covered claim is not paid within sixty (60) days after proof of loss has been filed, You may file a claim directly with the Insurance Company. The provider of the Service Agreement shall mail a written notice to the Service Agreement Holder at the last known address of the Service Agreement Holder in the records of the provider at least ten (10) days prior to cancellation by the provider. Prior notice is not required if the reason for cancellation is non-payment of the provider fee, a material misrepresentation by the Service Agreement Holder to the provider or a substantial breach of duties by the Service Agreement Holder relating to the covered product or its use. The notice shall state the effective date of the cancellation and the reason for cancellation. A ten-percent (10%) penalty per month shall be added to a refund that is not paid or credited within forty-five (45) days after return of the Agreement to the provider.

The Arbitration Provision section of this Agreement is stricken in its entirety.

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

Name of New Owner: \_\_\_\_\_ Date of Transfer \_\_\_\_\_

Address: \_\_\_\_\_ City, ST, Zip \_\_\_\_\_

Odometer Mileage on Date of Transfer: \_\_\_\_\_

Signature of Vehicle Purchaser: \_\_\_\_\_ Signature of Vehicle Seller: \_\_\_\_\_

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