

VEHICLE PROTECTION PLAN COVERAGE BATTERY REPLACEMENT COVERAGE

DECLARATION PAGE

PURCHASER INFORMATION

NAME	PHONE NUMBER	EMAIL ADDRESS	
MAILING ADDRESS	CITY	STATE	ZIP

DEALERSHIP/SELLER INFORMATION

NAME	PHONE NUMBER
MAILING ADDRESS	CITY
	STATE
	ZIP

CONTRACT INFORMATION

PACKAGE	CONTRACT TERM (WHICHEVER COMES FIRST)		CONTRACT EXPIRATION (WHICHEVER COMES FIRST)	
	MONTHS	MILEAGE	DATE	MILEAGE
	CONTRACT DATE		CONTRACT SALES PRICE	DEDUCTIBLE

VEHICLE INFORMATION

VIN		CURRENT ODOMETER READING	
YEAR	MAKE	MODEL	VEHICLE PURCHASE PRICE
LIENHOLDER			

PURCHASER ACKNOWLEDGMENT

THE PURCHASE OF THIS PRODUCT IS NOT REQUIRED AS A CONDITION TO OBTAIN FINANCING OR TO PURCHASE OR LEASE YOUR VEHICLE. Please read the explanation of the coverage. You've selected for purchase and the terms of the Warranty so You fully understand what coverage is provided to You for Your Vehicle. The Provider guarantees there will be sufficient funds to cover any and all valid claims. Trust Point Administrators LLC is only the Administrator of this Warranty.

Customer Signature: _____ Date: _____

Dealer Signature: _____ Date: _____

I. DEFINITIONS

1. **"Obligor, We, Us, and Our"** means TrustPoint Administrators, LLC, 732 S 6th St Ste R, Las Vegas, NV 89101, (866) 211-6977, unless otherwise stated in the state specific language.
2. **"Administrator"** means TrustPoint Administrators, LLC, 732 S 6th St Ste R, Las Vegas, NV 89101, (866) 211-6977.
3. **"Agreement"** means this **Agreement** for the **Vehicle** described on the Declaration Page.
4. **"Agreement Price"** means the amount You paid for this Agreement shown on the Declaration Page.
5. **"Agreement Purchase Date"** means the date You purchased this Agreement.
6. **"Battery"** means the battery installed in Your Vehicle by the vehicle manufacturer or Selling Dealer, at the time of sale of the Vehicle, and that is listed in Section II Coverages.
7. **"Battery Replacement Aggregate"** means the maximum coverage allowed per battery replacement claim and, in the aggregate, as outlined in Section III, Limits of Liability
8. **"Cost"** means the reasonable and customary charges for parts and labor necessary to repair or replace the parts covered. These charges shall not exceed the manufacturer's suggested retail price for parts and labor allowances derived from nationally recognized labor time publications.
9. **"Coverage"** means the protection described herein.
10. **"Covered Damage"** refers to the specific damage described in Section II as covered, subject to any exclusions listed in Section III. The specific coverage you have purchased is listed on the Declaration Page.
11. **"Deductible"** means the amount You must pay for covered repairs per visit.
12. **"Miles"** means the number of Miles shown on the front of this Agreement. **"Months"** means the number of Months shown on the front of this Agreement.
13. **"Pre-Existing Conditions"** means a condition that occurred before Your purchase of this Agreement that would have been obvious and apparent if the Vehicle had been inspected at the time of purchase or anything determined by an independent inspection to be pre-existing or any damage that occurred or began to occur prior to the expiration of the thirty (30) days and one thousand (1,000) mile Waiting Period. The Vehicle must be in working condition at time of sale.
14. **"Repair Facility"** means a franchised dealer or licensed Repair Facility. Repairs performed by any facility must receive authorization from the Administrator prior to beginning repairs.
15. **"Selling Dealer"** means the dealer from whom You purchased this Agreement shown on Declaration Page. **"Vehicle"** means the vehicle indicated on the Declaration Page.
16. **"Waiting Period"** means the period thirty (30) days AND one thousand (1,000) miles from the date/mileage on the date of Agreement purchase prior to Coverage beginning under this Agreement.
17. **"Warranty"** means any Warranty of the manufacturer, state required Warranty, dealer Warranty or a Repair Facility guarantee.
18. **"You"** and **"Your"** mean the customer (private individual) shown on the front of this Agreement, or an eligible person to whom this Agreement has been properly transferred.

II. COVERAGE

Coverage - During the **Agreement Term**, We will cover the necessary **Cost** to pay a Repair Facility, or at **Our** option, reimburse **You** the **Cost** to remedy any **Breakdown** of the parts listed below. We **DO NOT** cover any part, component or service not specifically covered by this **Agreement**. **At the Administrator's option, replacement parts used in covered repairs may include new, remanufactured, used or non-original equipment manufactured parts. All parts will conform to manufacturer's specifications.**

Coverage begins upon expiration of a Waiting Period of thirty (30) days AND one thousand (1,000) miles from the date/mileage on Agreement Purchase Date.

In return for payment by You of the Agreement Price and subject to all the terms of this Agreement, We agree with You as follows:

During the Agreement Term We will pay a Repair Facility, or at Our option, reimburse You the Cost to repair or replace the Battery listed below, less Deductible, and subject to the Limits of Liability in Section III below. Batteries not listed are not covered by this Agreement. Replacement Batteries will be of the same type as the original Battery, can be like kind and quality at the sole discretion of the Administrator, and will be covered for the remainder of the Agreement Term.

Batteries covered by this Agreement:

Gasoline or diesel (Non-hybrid, non-electric) Vehicles:

- 12-volt primary Battery & 12 Volt Auxiliary Hybrid Vehicles:
- 12-volt primary Battery

- & 12 Volt Auxiliary
- Hybrid propulsion Battery

Electric Vehicle:

- Electric Propulsion Battery

Only the Batteries listed above are covered by this Agreement.

Non-hybrid or Non-electric Batteries:

If during the Agreement Term, the Vehicle's Battery is determined to test bad (voltage is 10.0 or less) or will not hold a charge, The Selling Dealer or Repair Facility will repair the Battery or provide a replacement Battery per the terms and conditions of this Agreement. This Agreement provides coverage up to the Battery Replacement Aggregate associated with the product selected. All Batteries must be tested before being replaced.

Hybrid Batteries:

If Your Vehicle is a hybrid, the propulsion Battery is covered subject to the following:

1. Limitations to Coverage: Your Vehicle's propulsion battery pack is covered by this Agreement only when it retains less than seventy percent (70%) of its original charge-holding capacity.
2. Diagnostic Requirement: In order to determine if there is coverage available for the propulsion battery pack, the Administrator may require Your Vehicle to undergo an extended charge capacity test. The extended charge capacity test is prescribed by the manufacturer of Your Vehicle. If the failure to the propulsion Battery does not qualify for coverage under the terms of this Agreement, You must pay for all diagnostic, teardown and repair charges.
3. Repair or Replacement of Propulsion Battery Parts: The propulsion battery pack may be repaired, replaced with rebuilt units, replaced with aftermarket units, or replaced with new units, at the sole discretion of the Administrator.

III. EXCLUSIONS – WHAT THIS AGREEMENT DOES NOT COVER

This Agreement excludes the following parts and services:

1. **General Exclusions:** This Agreement DOES NOT COVER OR PAY FOR ANY (1) consequential loss or damage whatsoever, including loss, damage or injury to person or property resulting from the failure of any parts of Your Vehicle, the Replacement of which are covered under the terms and conditions of this Agreement; (2) You rent Your Vehicle to someone else; (3) Your Vehicle is used for Commercial Use (4) Your Vehicle is used for snow plowing, competition or speed events; (5) Your Vehicle is modified from the Manufacturer's original specifications regardless by whom or when the modifications were made; (6) For fraudulent representations to obtain this Agreement or when presenting a request for Repair under this Agreement; (7) Any damage that occurs outside the United States, Alaska, Hawaii or Canada; (8) Pre-Existing Condition(s); (9) Any repair, replacement or services performed without the Administrator's prior authorization unless outside of regular business hours; (10) And for costs covered by any Warranty, insurance policy or any other guarantee, regardless of whether they honor such a warranty or guarantee.
2. **Battery Exclusions:** THIS AGREEMENT DOES NOT COVER; (1) BATTERY HOLD-DOWNS NOT USED PROPERLY OR NOT TORQUED PER THE BCI SERVICE MANUAL RECOMMENDATIONS, LEADING TO EXCESSIVE BATTERY VIBRATION OR BATTERY DAMAGE DUE TO OVER TORQUE; (2) LOW ELECTROLYTE LEVELS FOR BATTERIES WHICH REQUIRE MAINTENANCE; (3) ACCELERATED CORROSION/LOW ELECTROLYTE LEVEL DUE TO EXPOSURE TO EXCESSIVE TEMPERATURES; (4) BATTERIES THAT HAVE BEEN REFILLED WITH ANY SUBSTANCE BESIDES DISTILLED WATER THAT MAY HAVE CONTAMINATED THE BATTERY; (5) BATTERIES NOT MAINTAINED AT A SUFFICIENT STATE OF CHARGE DURING PERIODS OF BOTH IN-VEHICLE AND OUT OF VEHICLE STORAGE; (6) BATTERIES THAT HAVE BEEN SUBJECTED TO EXCESSIVE OUT OF VEHICLE CHARGING OR TO AN UNCONTROLLED IN- VEHICLE CHARGING SYSTEM (I.E. FAULTY ALTERNATOR); (7) BATTERIES THAT HAVE BEEN PHYSICALLY DAMAGED INCLUDING A CRACKED, PUNCTURED, OR DEFORMED BATTERY CASE OR COVER; BROKEN OR SEVERELY DAMAGED BATTERY TERMINALS; (8) BATTERIES WITH DAMAGED TERMINALS DUE TO LOOSE, INADEQUATE OR HIGH RESISTANCE CONNECTIONS; (9) BATTERIES WITH LOOSE OR MISSING VENTS (NON-SEALED DESIGNS); (10) BATTERIES THAT HAVE BEEN INSTALLED AND OPERATED IN REVERSE IN VEHICLE, LEADING TO REVERSE BATTERY POLARITY; (11) IMPROPER BATTERY BOX OR INSUFFICIENT PROTECTION FROM THE ELEMENTS (I.E. RAIN, SNOW, OR ICE); (12) BATTERIES THAT HAVE BEEN OPERATED IN AN APPLICATION THAT IT WAS NOT DESIGNED AND/OR MARKED TO SUPPORT (E.G. STANDARD SLI BATTERIES THAT ARE USED IN CYCLING APPLICATIONS); (13) CUSTOMIZATIONS TO VEHICLE WITH AFTERMARKET ACCESSORIES OR EQUIPMENT, COMPONENTS AND SYSTEMS NOT INSTALLED BY THE MANUFACTURER THAT MAY CAUSE ADDITIONAL DRAIN ON THE BATTERY, INCLUDING BUT NOT LIMITED TO: ANTI-THEFT

SYSTEMS, RADAR DETECTORS, CB RADIOS, RADIO/SPEAKER EQUIPMENT, CRUISE CONTROL, SUNROOF, SOLAR POWERED DEVICES, TELEPHONES, TV/VCR/DVD AND RELATED COMPONENTS, AND APPLIANCES; (14) SECONDARY AND ANY AUXILIARY VEHICLE BATTERIES; (15) ANY BATTERIES THAT HAVE BEEN REMOVED FROM THE VEHICLE; (16) ANY BATTERY THAT HAS BEEN DAMAGED DUE TO USER ERROR, ABUSE, OR NEGLECT.

IV. 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. **Agreement Period** - The term of this **Agreement** is the Months as shown on the Declaration Page. The term begins on the **Agreement Purchase Date** as shown on the **Agreement**. The term ends when the Months from the **Agreement Purchase Date** is reached or when the additional Miles are registered on the odometer, whichever occurs first.
2. **Waiting Period** – Coverage under this **Agreement** begins after the Waiting Period has ended.
3. **Deductible** – You must pay any applicable Deductible, as listed on the Declaration Page prior to receiving **Coverage** under this **Agreement**.
4. **When and Where You Are Covered** - This **Agreement** applies only to covered damages occurring within the **Agreement** Period in the continental United States of America, Alaska, and Hawaii.
5. **If You Have Other Coverage** - If the manufacturer or **Repair Facility** agrees to cover all or some of the **Cost** of a repair after a **Warranty** or guarantee has expired, We will **pay** only for any extra Cost subject to the limits of this **Agreement**.
6. **Limit of Liability** - Our maximum liability on any sections of this **Agreement** is the Cost to repair any covered damages as per the terms of this **Agreement**. **The total of benefits payable for the term of the Agreement shall not exceed the lesser of either the Kelly Blue Book Wholesale Auction value of the Vehicle at the time of repair or one hundred and ninety-nine dollars (\$199) annually.**
7. **Subrogation** - If We pay for a loss, We may require You to assign to Us Your rights of recovery against others. We will not pay for a loss if You impair these rights to recover. Your rights to recover from others may not be waived.

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 TrustPointAuto.com/PrivacyPolicy. It is understood that upon the purchase of this Agreement, You accept Our privacy policy located at TrustPointAuto.com/PrivacyPolicy.

V. CLAIM PROCEDURES

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

1. **Contact the Administrator's claim center** before any repair or replacement have begun by calling (866) 211-6977. The claim center will initiate a claim and issue you a claim number.
2. **Take Your Vehicle to any licensed Repair Facility.** If You need assistance in locating a Repair Facility, contact the Administrator at (866) 211-6977.
3. **Provide Repair Facility with a copy of Your Agreement and/or Your Agreement Number and/or Your claim number.**
4. **EMERGENCY REPAIRS:** If a **Battery** must be replaced or repaired when the **Administrator's** claims office is closed and prior authorization for the replacement cannot be obtained; **You** should proceed with the claim procedure listed above and contact the **Administrator** for reimbursement consideration instructions on the next business day.
5. **After investigating Your Vehicle's failure, in case of a discrepancy in findings, the Administrator reserves the right to have repairs performed at a location other than the one You have selected.**
6. **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 legible 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 costs, claim number, vehicle identification number, vehicle mileage, year, make and model. Claim number issued by the Administrator must appear on all receipts submitted for reimbursement. No invoices will be processed without a valid claim number. The claim 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.
7. **ADDITIONAL:** Claims may also be filed online at www.trustpointauto.com.

VI. CANCELLATION OF THIS AGREEMENT

In the event the **Covered Vehicle** is repossessed, declared a total loss, or **You** give notice of cancellation, the **Agreement** shall terminate.

Cancellation by You: **You** will be entitled to a full refund of the **Agreement** Purchase Price, if: (1) **You** provide a written notice of cancellation to the **Dealer/Seller** or **Administrator** within the first thirty (30) days after the **Agreement** Purchase Date; and (2) **We** have not paid out a claim under this **Agreement**. If **You** provide a written notice of cancellation to the

Dealer/Seller or **Administrator** after the first thirty (30) days from the **Agreement** Purchase Date, or if **We** or the Lienholder cancel this **Agreement** at any time, **You** will be entitled to a pro-rated refund of the **Agreement** Price based on the greater of the number of days the **Agreement** was in force or the miles driven compared to the total time in the **Agreement**, less a cancellation fee equal to the lesser of fifty dollars (\$50) or ten percent (10%) of the amount of the prorated refund, and the amount of claims paid under this **Agreement**. The written notice of cancellation under this provision must include a signed and notarized odometer statement. In the event of a cancellation, the Lienholder, if any, will be named on the refund check, and in the event of a cancellation upon repossession, the sole payee. Important: Any claim incurred or paid will be deducted from the amount of the cancellation refund.

Cancellation by Us: **We** may only cancel this **Agreement** for non-payment, material misrepresentation, or fraud by **You**. If **We** cancel this **Agreement**, notice outlining the specific nature of reason for cancellation will be mailed to **You**, at **Your** last known address, and the validity of the **Agreement** will cease no more than five (5) days from the postmark date of such notice. **You** will not receive a refund. **We** are liable for any claim reported if the claim is reported and approved prior to the effective date of cancellation and is covered by the **Agreement**. In the event of a cancellation, the Lienholder, if any, will be named on the refund check and, in the event of a cancellation upon repossession, the sole payee.

NOTE: Transferred **Agreements** are not eligible for cancellation refunds. This **Agreement** is non-renewable.

VII. TRANSFER OF THIS AGREEMENT

In the event that **You** sell the **Vehicle**, this **Agreement** shall terminate. **You** may apply for a transfer to the new owner. Within thirty (30) days from the date of sale to a private party (non-commercial party) submit the following: (1) A check for a one hundred dollar (\$100) transfer fee payable to Administrator (2) A copy of the Declarations 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 Car 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.**

VIII. ARBITRATION

PLEASE READ THIS ARBITRATION PROVISION CAREFULLY TO UNDERSTAND **YOUR** RIGHTS. IT PROVIDES THAT ANY CLAIM OR DISPUTE THAT **YOU** MAY HAVE IN THE FUTURE RELATING TO THIS **AGREEMENT** AND **YOUR** DEALINGS WITH US MUST BE RESOLVED THROUGH BINDING ARBITRATION.

1. Arbitration is a method of resolving any claim, dispute or controversy without filing a lawsuit. In this Arbitration Provision, **You** and **Us** (the "Parties") are waiving our right to go to court and are agreeing instead to submit any claims, disputes or controversies between the Parties to binding arbitration. This Arbitration Provision sets forth the terms and conditions of our agreement to binding arbitration. The Parties agree and acknowledge that the transaction evidenced by this **Agreement** affects interstate commerce and the Federal Arbitration Act ("Act") applies to this Arbitration Provision.
2. The Parties agree to resolve all claims, disputes and controversies (collectively "Claims") related in any way to this **Agreement** by binding arbitration, including but not limited to Claims related to the underlying transaction giving rise to this **Agreement**, and including further, without limitation, Claims arising under contract, tort, statute, regulation, rule, ordinance or other rule of law or equity. In addition, the arbitrator shall decide issues related to the applicability, scope and validity of this Arbitration Provision. Notwithstanding this agreement to arbitrate, each of the Parties retains the right to seek remedies in small claims court to resolve any Claim within the jurisdiction of small claims court. By signing this **Agreement**, **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 this **Agreement** between or among the Parties.
3. **YOU AGREE AND HEREBY EXPRESSLY WAIVE ANY RIGHT YOU MAY HAVE TO LITIGATE IN SMALL CLAIMS COURT, STATE, COUNTY OR FEDERAL COURT ANY CLAIM ON A CLASS-ACTION BASIS OR IN ANY OTHER COLLECTIVE OR REPRESENTATIVE PROCEEDING AS EITHER A REPRESENTATIVE OR MEMBER OF A CLASS, OR AS A PRIVATE ATTORNEY GENERAL, OR TO OTHERWISE PURSUE ANY CLAIM IN A CLASS-ACTION IN SMALL CLAIMS, STATE, COUNTY OR FEDERAL COURT. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS ARBITRATION PROVISION, ANY DISPUTE REGARDING THE VALIDITY AND EFFECT OF THIS CLASS ACTION WAIVER PROHIBITING YOU FROM**

PARTICIPATING IN OR FILING A CLASS-ACTION IN ANY COURT SHALL BE DETERMINED EXCLUSIVELY BY A COURT.

4. The arbitration shall be administered by the American Arbitration Association (“AAA”). The arbitration shall be governed pursuant to the AAA Consumer Arbitration Rules (the “Code”). The arbitration will take place before a single, neutral arbitrator selected in accordance with the Code in effect at the time the arbitration is commenced. **You** have a right to attend the arbitration hearing in person. You may choose to have any arbitration hearing held in the county that **You** live in, the closest AAA location to **Your** residence, or via telephone. For information about how to initiate arbitration with the AAA, the Parties shall refer to the AAA Code and forms at www.adr.org or call (800) 778-7879.
5. If **You** initiate arbitration with AAA, **You** must pay any AAA filing fee in effect at the time **You** initiate arbitration. **We** will pay all other remaining arbitration costs and expenses, including any remaining AAA costs or expenses and all remaining, reasonable professional fees for the arbitrator’s services. If **We** initiate arbitration against **You**, **We** will pay **Your** filing fee and all costs associated with the arbitration. **We** shall bear the expense of **Your** reasonable and actual attorney’s fees, as determined by the arbitrator, regardless of which party prevails in the arbitration; provided however, in the event the arbitrator determines one or more of **Your** Claims to be frivolous, **You** shall bear all of **Your** own expenses, including all attorney’s fees.
6. 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.
7. 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 rather than in arbitration.
8. NOTHING HEREIN IS INTENDED OR SHOULD BE CONSTRUED AS CONSENT TO CLASS-ACTION OR REPRESENTATIVE ARBITRATION. BY SIGNING THIS **AGREEMENT**, THE PARTIES AGREE AND ACKNOWLEDGE THAT THERE IS NO AGREEMENT OF ANY KIND BETWEEN THE PARTIES TO CONDUCT ANY ARBITRATION ON A CLASS-ACTION OR COLLECTIVE BASIS, BY **YOU** AS A REPRESENTATIVE OF OTHERS, A PRIVATE ATTORNEY GENERAL OR A MEMBER OF A CLASS. THE PARTIES COLLECTIVELY AND **YOU**, INDIVIDUALLY, ACKNOWLEDGE AND DO NOT AGREE TO ARBITRATION OF ANY CLAIM HEREUNDER ON A CLASS-ACTION, COLLECTIVE OR REPRESENTATIVE BASIS UNDER ANY CIRCUMSTANCES.
9. If any portion of this Arbitration Provision is deemed invalid or unenforceable, the remaining portions of this Arbitration Provision shall nevertheless remain valid and enforceable, provided, however, that if the portions regarding **Your** waiver of class-action rights or the Parties’ acknowledgement of no agreement as to class arbitration are deemed invalid or unenforceable, then this Arbitration Provision shall, upon election of any Party, be invalidated and unenforceable in its entirety.
10. In the event of a conflict or inconsistency between this Arbitration Provision and the other provisions of this **Agreement** or any prior agreement, this Arbitration Provision governs.
11. **YOU SHALL HAVE THE RIGHT TO OPT OUT OF THIS AGREEMENT TO ARBITRATE BY PROVIDING WRITTEN NOTICE OF YOUR INTENTION TO DO SO TO US VIA CERTIFIED MAIL WITHIN THIRTY (30) DAYS OF THE EXECUTION OF THIS AGREEMENT.**

IX. INSURANCE STATEMENT

Our obligations under this **Agreement** are insured under an insurance policy issued by Lexington National Insurance Corporation at the following address: 11426 York Road, 2nd floor, Cockeysville, Maryland 21030, or call the toll-free number at (866) 539-2547.

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 Lexington National Insurance Corporation at the following address: 11426 York Road, 2nd floor, Cockeysville, Maryland 21030, or call the toll-free number at (866) 539-2547.

This **Agreement** specifically excludes Us and Administrator from liability for incidental or consequential damages occasioned by use of the products. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exception may not apply to you. No express rights are given under the warranty except for those specifically described herein. This **Agreement** gives you specific legal rights and you may also have other rights, which vary from state to state.

X. ADDITIONAL DISCLOSURES

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 Vehicle. You further agree and acknowledge that We, the **Obligor** under this Agreement, are not the supplier of the Vehicle. Consequently, this Agreement is not a “written warranty” under the federal Magnuson Moss

Warranty Act. As a result, this Agreement is not subject to the provisions of the Magnuson Moss Warranty Act that apply only to a “written warranty”.

XI. STATE SPECIFIC DISCLOSURES

ALASKA: Within the CANCELLATION section of this Agreement, the following is amended “If this **Agreement** is cancelled by **You** after the initial full refund period, or a claim has been filed, **You** will receive a pro rata refund less a cancellation fee of seven and a half percent (7.5%) of the Agreement price and less any claims paid.” Within the CANCELLATION section of this Agreement, the following is added: “If this **Agreement** is cancelled by **Us** at any time, any claims paid under this **Agreement** will be deducted from any refund due to **You**.”, “If this **Agreement** is cancelled, and **Your** refund is not paid or credited within forty-five (45) days after the cancellation of this **Agreement** by **Us**, or within forty-five (45) days after **You** return of the Agreement to **Us**, a ten percent (10%) penalty of the unearned **Agreement Purchase Price** will be added to the refund for each month the refund remains unpaid.”

ALABAMA: Within the CANCELLATION section of this Agreement, the following is amended: “No cancellation fee shall be deducted from **Your** refund if **You** cancel this Agreement within the first thirty (30) days and no claim has been filed. If **You** cancel this Agreement after thirty (30) days or a claim has been filed, then **You** will receive a pro rata refund less a cancellation fee of twenty-five dollars (\$25).

ARKANSAS: The ARBITRATION section is deleted in its entirety. PUNITIVE OR CONSEQUENTIAL DAMAGES means those damages imposed to punish a wrongdoer and to deter others from similar conduct.

ARIZONA: Within the Declaration Page and Definition Section of this Agreement, the following is added: the time and mileage of a waiting period (if applicable) in coverage will be added to the end of the coverage term of the Agreement, and any terms that govern renewal of the Agreement. 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 fifty-dollar (\$50) 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 cancellation fee of the lesser of fifty dollars (\$50) or ten percent (10%) of the purchase price. **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 the Dealer/Seller selling the **Agreement** on **Our** behalf. Under the Exclusions Section, the following is added: **All exclusions only apply to occurrences after the Agreement Sale Date. Pre-Existing Condition(s) are not excluded, if such conditions were known or should have been known by Us or the Selling Dealer of the Agreement on Our behalf.** The ARBITRATION section is amended to include 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 and Financial Institutions, Consumer Protection Division, 100 N. 15th Ave., Suite 261, Phoenix, AZ 85007, Tel: (602) 364-2499; www.difi.az.gov. Under Section IX. Insurance Company statement, the following language is modified as follows: **This Agreement specifically excludes Us and Administrator from liability for incidental or consequential damages occasioned by use of the products.**

CONNECTICUT: If applicable, Arbitration and Resolution of Disputes for Connecticut Residents: If there is a dispute regarding the terms of this **Agreement** or the coverage of any claim filed with **Us**, **We** will make a reasonable effort to resolve the dispute with **You**. If **We** are unable to resolve the dispute, **You** may file a formal written complaint with the Consumer Affairs Division of the Connecticut Insurance Department. The complaint must contain a short and plain description of the dispute, including the efforts made to resolve the dispute and the results of those efforts, the purchase price or lease price of **Your** covered **Vehicle**, the cost of any disputed repairs, and a copy of this **Agreement** document. The complaint should be mailed to: State of Connecticut, Insurance Department, P.O. Box 816, Hartford, CT 06142-0816, Attention: Consumer Affairs. **Your** complaint will be reviewed by an examiner, who will attempt to mediate the dispute. If the mediation efforts are unsuccessful, **Your** complaint will be referred to the Arbitration Unit of the Connecticut Insurance Department for further resolution through arbitration. Unless either party objects to binding arbitration of the dispute by filing a written objection with the examiner within ten (10) days after notice that the matter has been referred to arbitration, the decision of the arbitrator will be binding on both parties. A more detailed description of the arbitration procedure is set forth in Sections 42-260-1 through 42-260-5 of the Connecticut Administrative Code. **You** have a right to cancel this **Agreement** if **You** return the **Vehicle** or if the **Vehicle** is sold, lost, stolen or destroyed. This **Agreement** does not include in-home service. The costs of transporting the **Vehicle** will not be paid for by the **Administrator**. If this **Agreement** is for less than one year of coverage, this **Agreement** will be extended by the total number of days the **Vehicle** undergoes **Covered Repairs** at a **Licensed Repair Facility**. If this **Agreement** expires while the **Vehicle** is undergoing a **Covered Repair**, this **Agreement** will be extended until **Covered Repairs** are complete.

FLORIDA: **You** may NOT make any claim against the Florida Insurance Guarantee Association for **Vehicle** protection expenses. The rate charged for this **Agreement** is not subject to regulation by the Florida Office of Insurance Regulation. Within the

ARBITRATION section amended to the following: Arbitration proceedings shall be conducted in the county in which the consumer resides.

Within the TRANSFER OF THIS AGREEMENT section of this **Agreement**, the following sentence(s) is amended: “If **You** sell **Your Vehicle** or if there is any change in the ownership of **Your Vehicle**, **You** may request to transfer the remaining coverage of this **Agreement** to the new owner. This request must be submitted within fifteen (15) days of the change in **Vehicle** ownership. **You** must notify the **Administrator** of the transfer of ownership in writing and must include the following: a transfer fee of \$40, the name and address of the new owner, and the mileage of the **Vehicle** at the time of transfer.” Within the **CANCELLATION** section of this **Agreement**, the following sentence(s) is amended: “The **Administrator** may only cancel this **Agreement** sixty (60) days past the **Agreement** sale date for material misrepresentation or fraud at the time of sale of this **Agreement**, failure to maintain **Your Vehicle** as prescribed by the manufacturer, **Your** failure to provide the repair or replacement of an odometer that has been tampered with or disabled, or for non-payment of the **Agreement Purchase Price**.”; “You, or a person authorized by You, may cancel this **Agreement** at any time by notifying the **Administrator** in writing. This notification must include this **Agreement**. A notarized statement indicating the actual mileage (odometer reading) of **Your Vehicle** on the date of the cancellation request may also be required.”; “If this **Agreement** is cancelled by the **Administrator**, **Your** refund will not be less than one hundred percent (100%) of the paid unearned pro rate premium, less any claims paid under this **Agreement**. If this **Agreement** is cancelled by **You** within the first sixty (60) days from the **Agreement** sale date, **You** will receive one hundred percent (100%) of the gross premium paid, less any claims paid under this **Agreement** and an administrative fee of five percent (5%) of the gross premium paid. If this **Agreement** is cancelled by **You** after sixty (60) days past the **Agreement** sale date, **You** will receive ninety percent

(90%) of the unearned pro rata premium, less any claims paid under this **Agreement**. In all instances, if there is no Lienholder, the refundable amount will be paid to **You**. If there is a Lienholder, the refundable amount will be paid to the Lienholder.”

GEORGIA: Within the Declaration Page and Definition Section of this **Agreement**, the following is added: the time and mileage of a waiting period (if applicable) in coverage will be added to the end of the coverage term of the **Agreement**, and any terms that govern renewal of the **Agreement**. **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**. We will mail out a thirty (30) day written notice of cancellation prior to the cancellation of this **Agreement** for fraud, material misrepresentation and 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 fee is not applicable. You may cancel this **Agreement** at any time. If You cancel this **Agreement** within the first thirty (30) days, We will refund the entire **Agreement Purchase Price**. If this **Agreement** is cancelled after the first thirty (30) days, 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 You cancel this **Agreement** within the first thirty (30) days, a ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within forty-five (45) days after receipt of the cancellation request. 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. In the event that You are subject to a Wait Period, the length and/or miles requirement of the Wait Period will be added to the end of Your term. **GENERAL EXCLUSIONS** section (8) is amended to state: pre-existing conditions, damage, or wear which should be known to You.

HAWAII: Within the **CANCELLATION** section of this **Agreement**, the following sentence(s) is added: “A ten percent (10%) penalty per month shall be added to the refund if it is not paid or credited within forty-five (45) days after the return of this **Agreement** to Us.”

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: 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 Department of Insurance and Financial Services, 1963 Bell Avenue, Suite 100, Des Moines, Iowa 50315, (515) 654-6600. **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 We cancel the **Agreement**, written notice of such cancellation will be mailed to You within fifteen (15) days of the date of cancellation. In addition to Your cancellation rights set forth in the Cancellation Section, You may cancel this **Agreement** within 20 days of the date this **Agreement** was mailed to You or within 10 days of delivery if this **Agreement** is delivered to You at the time of sale or within a longer time period permitted under this **Agreement** and, if You have not received any protection, You are entitled to a full refund of the amount paid by You under this **Agreement**.

KENTUCKY: If We fail to pay or provide service on a claim within sixty (60) days after it has been filed with us, the written claim can be submitted to Lexington National Insurance Corporation at the following address: 11426 York Road, 2nd floor, Cockeysville, Maryland 21030, or call the toll-free number at (866) 539-2547.

LOUISIANA: Within the CANCELLATION section of this **Agreement**, the following sentence(s) is amended: 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 Selling Dealer will refund **You** 100% of the **Agreement Purchase Price**. 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. Within the ARBITRATION section of this **Agreement**, the "Arbitration" section is amended to include the following: Arbitration is voluntary and non-binding. This **Agreement** is not regulated by the Department of Insurance. Any concerns or complaints regarding this **Agreement** may be directed to the attorney general.

MAINE: The ARBITRATION section is deleted in its entirety. Within the CANCELLATION section of this **Agreement**, the following sentence(s) is amended: If this **Agreement** is cancelled by **You** after the initial full refund period, a claim has been filed, or this **Agreement** is canceled by **Us** for any reason other than for nonpayment of the **Agreement** price, **You** will receive a one hundred percent (100%) pro rata refund of the unearned **Agreement** price, less an administrative fee of ten percent (10%) of the **Agreement** price and less any claims paid." "A ten percent (10%) penalty of the outstanding amount of the **Agreement** price shall be added to the refund per month if it is not paid or credited within forty-five (45) days after the return of this **Agreement** to **Us**."

MARYLAND: 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**. The definition of "Mechanical Breakdown" is changed to mean: "the inability of a covered component or assembly to perform as designed under normal operating conditions, due solely to defects in materials or faulty workmanship or normal wear and tear. If We have breached any duties under this Agreement or applicable Maryland law, **You** may file an action in any court of competent jurisdiction. In the event We fail to make pay any claim or make any refund or consideration due within 60 days after proof is filed with **Us**, **You** may make a direct claim against Lexington National Insurance Corporation.

MASSACHUSETTS: The entity obligated to perform under this **Agreement** is the **Selling Dealer**. The obligations of the **Selling Dealer** under this **Agreement** are insured under an insurance policy issued by Lexington National Insurance Corporation at the following address: 11426 York Road, 2nd floor, Cockeysville, Maryland 21030, or call the tollfree number at (866) 539-2547. In the event the **Selling Dealer** fails to pay an authorized claim within sixty (60) days after proof of loss has been filed, **You** may file a direct claim with Lexington National Insurance Corporation at the following address: 11426 York Road, 2nd floor, Cockeysville, Maryland 21030, or call the toll-free number at (866) 539-2547.

The following is added to **Your Agreement**:

NOTICE TO CONTRACT HOLDER: PURCHASE OF THIS AGREEMENT IS NOT REQUIRED IN ORDER TO REGISTER OR FINANCE A VEHICLE. THE BENEFITS PROVIDED IN THIS AGREEMENT MAY DUPLICATE EXPRESS MANUFACTURER'S OR SELLER'S WARRANTIES THAT COME AUTOMATICALLY WITH THE SALE OF EVERY VEHICLE. THE SELLER OF THIS COVERAGE IS REQUIRED TO INFORM YOU OF ANY WARRANTIES AVAILABLE TO YOU WITHOUT THIS AGREEMENT. Chapter 90, Section 7N.25 of Massachusetts General Laws require an automobile dealer to provide a warranty covering certain classes of used motor vehicles as follows: Used vehicles with less than 40,000 miles at the time of sale: Provides coverage for ninety (90) days or 3,750 miles, whichever occurs first. Used vehicles with 40,000 miles or more but less than 80,000 miles at the time of sale: Provides coverage for sixty (60) days or 2,500 miles, whichever occurs first. Used vehicles with 80,000 miles or more, but less than 125,000 miles at time of sale: Provides coverage for thirty (30) days or 1,250 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.

MINNESOTA: Section 325F.662 of the Minnesota Statutes requires the **Selling Dealer** to provide **You** with an express warranty of a specified duration in connection with the sale of any used car. The terms of the express warranty are contained in the used car buyer's guide or limited warranty document furnished to **You** by the **Selling Dealer**. Any loss covered under the **Selling Dealer's** express warranty furnished pursuant to Section 325F.662 is excluded from coverage under this **Agreement** during the term of the express warranty unless the **Selling Dealer** becomes unable to meet its obligations, provided such loss is otherwise covered by this **Agreement**. If **You** purchased a used **Vehicle**, upon request and payment of \$10.00, the **Administrator** will provide a copy of the owner's manual to **You**. CANCELLATION section is amended as follows: If the original **Agreement** Holder cancels this **Agreement** within sixty (60) days of the original **Agreement Purchase Date**, consumer will receive a refund within forty-five (45) days of return of this **Agreement**; otherwise a ten percent (10%) penalty per month shall be added to a refund.

MISSOURI: "If emergency repairs are required, deliver **Your Vehicle** to a **Repair Facility** and have the necessary repairs performed at a reasonable and customary charge. As soon as reasonably possible, report the repairs to the **Administrator** at (866) 211-6977. The **Administrator** will determine the reimbursement eligibility in accordance with the terms and conditions of this **Agreement**."

Within the "CANCELLATION" section of this **Agreement**, the following sentence(s) is added: "Cancellation by the Administrator", "If **We** cancel this **Agreement**, prior written notice of cancellation will be sent to **Your** last known address at least forty-five (45) days prior to cancellation by **Us**." "A ten percent (10%) penalty of the outstanding amount of the **Agreement** price shall be added to the refund per month if it is not paid or credited within forty-five (45) days after the return of this **Agreement** to **Us**."

MISSISSIPPI: The Cancellation section is amended as follows: If You cancel this Agreement within twenty (20) days of the date this Agreement was mailed to you, or within ten (10) days of delivery at the time of sale and no claim has been made, this Agreement will be voided, and You will receive a refund of the full purchase price of the Agreement. The right to void this Agreement pursuant to this section is not transferable and applies only to the original Agreement holder and is only allowed when no claim has been made prior to the return of this Agreement. If You cancel after twenty (20) days from the date the Agreement was mailed to you or after ten (10) days of delivery upon sale, You will receive a refund of one hundred percent (100%) of the unearned pro rata purchase price of the Agreement, less any claims paid. We may only cancel this Agreement in instances of nonpayment, material representation by You, or a substantial breach of duties by You relating to the covered product or its use. If We cancel for reason other than nonpayment by You, We shall refund to You one hundred percent (100%) of the unearned pro rata purchase price of the Agreement purchase price, less any claims paid. In the event this Agreement is cancelled by either party, a reasonable administrative fee may be charged by Us not to exceed ten percent (10%) of the purchase price paid by You. A ten percent (10%) penalty per month shall be added to a refund that is not made within forty-five (45) days after return of this Agreement to Us. The Arbitration section of this Agreement does not apply in the State of Mississippi. This Agreement is not supported by a manufacturer or distributor.

NEBRASKA: The ARBITRATION section of this Agreement, is deleted in its entirety.

NEVADA: NOTICE: If you, the Agreement holder, are not satisfied with the manner in which the provider is handling the claim on the Agreement, you may contact the Commissioner by use of the toll-free telephone number of the Division at 888-872-3234.

NOTICE: THIS AGREEMENT IS NONRENEWABLE. THE WAITING PERIOD, IF APPLICABLE, IS EQUAL TO THE NUMBER OF DAYS AND NUMBER OF MILES SHOWN ON THE SCHEDULE PAGE. IF NO DAYS AND MILES ARE STATED ON THE SCHEDULE PAGE, THE STANDARD WAITING PERIOD IS THIRTY (30) DAYS AND ONE THOUSAND (1,000) MILES OR NINETY (90) DAYS AND TWO HUNDRED (200) MILES FOR LOW MILEAGE DRIVERS FROM THE AGREEMENT PURCHASE DATE AND ODOMETER MILEAGE AT AGREEMENT

PURCHASE DATE. Within the CANCELLATION section of this **Agreement**, the following sentence(s) is added: "Under no circumstances will the cost of claims paid or services provided be deducted from any refund."; "A ten percent (10%) penalty, based upon the **Agreement** purchase price, per month shall be added to the refund if it is not paid or credited within forty-five (45) days after the return of this **Agreement** to **Us**."; "In the event this **Agreement** is cancelled by **Us**, a cancellation fee will not be charged. No **Agreement** that has been in effect for at least seventy (70) days may be canceled by the **Provider** before the expiration of the agreed term or one (1) year after the effective date of the **Agreement**, whichever occurs first, except on any of the following grounds: (a) Failure by the **Agreement Holder** to pay an amount when due; (b) Conviction of the **Agreement Holder** of a crime which results in an increase in the service required under the **Agreement**; (c) Discovery of fraud or material misrepresentation by the **Agreement Holder** in obtaining this **Agreement**, or in presenting a claim for service thereunder; (d) Discovery of: (1) an act or omission by the **Agreement Holder**; or (2) a violation by the **Agreement Holder** of any condition of the **Agreement** after the effective date of the **Agreement** and which substantially and materially increases the service required under the **Agreement**; (e) A material change in the nature or extent of the required service or repair which occurs after the effective date of the **Agreement** and which causes the required service or repair to be substantially and materially increased beyond that contemplated at the time that the **Agreement** was issued or sold. Cancellation of this **Agreement** may not become effective until at least fifteen (15) days after a notice of cancellation is mailed to the **Agreement Holder**. If this **Agreement** was mailed to **You**, **You** may cancel this **Agreement** within the first thirty (30) days from the date of service and receive a full refund, provided no claims have been filed. If this **Agreement** is cancelled by **You** after the initial full refund period, or a claim has been filed, then **You** will receive a pro rata refund less a cancellation fee of twenty-five dollars (\$25.00)." At the sole discretion of the **Administrator**, a **Covered Part** may be replaced with new parts, remanufactured parts, or with used parts of like kind and quality. The ARBITRATION section of this **Agreement** is deleted in its entirety. Within the TRANSFER OF THIS AGREEMENT section of this **Agreement**, the following sentence(s) is added: "**You** must notify the **Administrator** of the transfer of ownership in writing and must include the following: a transfer fee of \$25, the name and address of the new owner, and the mileage of the **Vehicle** at the time of transfer. The transfer fee includes expenses that cover staff processing time, telephone usage, postage, mailing and supplies.

NEW HAMPSHIRE: In the event **You** do not receive satisfaction under this **Agreement**, **You** may contact the New Hampshire Insurance Department at the following address and toll free number: 21 Fruit Street, Suite 14, Concord, New Hampshire 03301; 1-800-852-3416. The following is added to the Cancellation Provision and supersedes any other provision to the contrary: The cancellation fee will be the lesser of ten percent (10%) of the Agreement purchase price or fifty dollars (\$50). Claims will not be deducted from the refund to consumer. The ARBITRATION section, is amended to include the following: Arbitration shall only be required upon mutual agreement by **US** and **YOU** at the time of a controversy or claim arising out of or relating to this **AGREEMENT** with arbitration to occur at **YOUR** county of residence or other mutually agreed upon location in New Hampshire. At any time within one year after the award is made any party to the arbitration may apply to the superior court for an order confirming the award, correcting or modifying the award for plain mistake, or vacating the award for fraud, corruption, or misconduct by the parties or by the arbitrators, or on the ground that the arbitrators have exceeded their powers. Where an award

is vacated and the time within which the agreement required the award to be made has not expired, the court may in its discretion, direct a rehearing by the arbitrators or by new arbitrators appointed by the court.

NEW JERSEY: The product being offered is a Agreement and is separate and distinct from any product or service warranty which may be provided by the manufacturer, importer, or seller. In addition to Your cancellation rights set forth in the Cancellation Section, You may cancel this Agreement within 20 days of the date this Agreement was mailed to You or within 10 days of delivery if this Agreement is delivered to You at the time of sale or within a longer time period permitted under this Agreement and if You have not received any protection, You are entitled to a full refund of the amount paid by You under this Agreement. A 10% penalty per month on the Agreement Price amount for this Agreement must be added to a refund issued during the above specified period that is not paid or credited to You within 45 days after the cancellation of this Agreement.

NEW MEXICO: Within the CANCELLATION section of this Agreement, the following sentence(s) is amended: "Cancellation Provisions", "If this Agreement was mailed to You, You may cancel this Agreement within the first thirty (30) days from the date of service and receive a full refund, provided no claims have been filed. If this Agreement is cancelled by You after the initial full refund period, or a claim has been filed, You will receive a pro rata refund. The cancellation fee does not apply in New Mexico. "A ten percent (10%) penalty, based upon the Agreement purchase price, per month shall be added to the refund if it is not paid or credited within sixty (60) days after the return of this Agreement to Us." "No Agreement that has been in effect for at least seventy (70) days may be canceled by the Administrator before the expiration of the agreed term or one (1) year after the effective date of the Agreement, whichever occurs first, except on any of the following grounds: (a) Failure by the Agreement Holder to pay an amount when due; (b) Conviction of the Agreement Holder of a crime which results in an increase in the service required under the Agreement; (c) Discovery of fraud or material misrepresentation by the Agreement Holder in obtaining this Agreement, or in presenting a claim for service thereunder; (d) Discovery of: (1) an act or omission by the Agreement Holder; or (2) a violation by the Agreement Holder of any condition of the Agreement after the effective date of the Agreement and which substantially and materially increases the service required under the Agreement; (e) A material change in the nature or extent of the required service or repair which occurs after the effective date of the Agreement and which causes the required service or repair to be substantially and materially increased beyond that contemplated at the time that the Agreement was issued or sold. Cancellation of this Agreement may not become effective until at least fifteen (15) days after a notice of cancellation is mailed to the Agreement Holder.

"ANY PERSON WHO KNOWINGLY PRESENTS A FALSE OR FRAUDULENT CLAIM FOR PAYMENT OF A LOSS OR BENEFIT OR KNOWINGLY PRESENTS FALSE INFORMATION IN AN APPLICATION FOR INSURANCE IS GUILTY OF A CRIME AND MAY BE SUBJECT TO CIVIL FINES AND CRIMINAL PENALTIES."

NEW YORK: Within the CANCELLATION section of this Agreement, the following sentence(s) is amended: "If this Agreement was mailed to You, You may cancel this Agreement within the first thirty (30) days from the date of service and receive a full refund, provided no claims have been filed. If this Agreement is cancelled by You after the initial full refund period, or a claim has been filed, You will receive a pro rata refund less a cancellation fee of fifty dollars (\$50.00) and less any claims paid under this Agreement. A ten percent (10%) penalty per month shall be added to the refund if it is not paid or credited within thirty (30) days after the return of this 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 insurance and is not subject to Ohio insurance law.

OKLAHOMA: THIS STATE DISCLOSURE AMENDS ALL FORMS ISSUED TO THE CONSUMER. THIS AGREEMENT IS NOT ISSUED BY THE MANUFACTURER OR WHOLESALE COMPANY MARKETING THE PRODUCT. THIS AGREEMENT WILL NOT BE HONORED BY SUCH MANUFACTURER OR WHOLESALE COMPANY. Oklahoma service warranty statutes do not apply to commercial use references in service warranty Agreements. Coverage afforded under this Agreement is not guaranteed by the Oklahoma Insurance Guaranty Association Oklahoma Service Warranty License #~~{insert}~~. All 24Hour Roadside Assistance services, if applicable, are provided throughout the United States and Canada by Us. Within the "TRANSFER OF THIS AGREEMENT section of this Agreement, the following sentence(s) is amended: "If You sell Your Vehicle or if there is any change in the ownership of Your Vehicle, You may request to transfer the remaining coverage of this Agreement to the new owner. This request must be submitted within thirty (30) days of the change in Vehicle ownership. You must notify the Claims Administrator of the transfer of ownership in writing and must include the following: a transfer fee of \$50, the name and address of the new owner, and the mileage of the Vehicle at the time of transfer." Within the CANCELLATION section of this Agreement, the following sentence(s) is amended: "The Provider may cancel this Agreement with written notice to the Agreement Holder's last known address with at least thirty (30) days' notice of such cancellation for material misrepresentation or substantial breaches of Agreement duties, conditions, or warranties, or for non-payment of the Agreement price. 'If this Agreement is cancelled by You at any time, Your refund will be based upon ninety percent (90%) of the unearned pro rata Agreement price, less cancellation fee and less the actual Cost of any service provided under this Agreement. If this Agreement is cancelled by Us, Your refund will be based upon one-hundred percent (100%) of the unearned pro rata Agreement price, less the actual Cost of any service provided under this Agreement. Pro rata refunds are determined by multiplying the amount You paid for this Agreement by the lesser of the following: (a) the number of covered days remaining on the Agreement divided by the original number of covered days, or (b) the miles of remaining coverage under the Agreement divided by the original number of covered miles. In all instances, if there is no Lienholder, the refundable amount will be paid to You. If there is a

Lienholder, the refundable amount will be paid to the Lienholder.” The 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 district court.

OREGON: If **Emergency Repairs** are required, deliver **Your Vehicle** to a **Repair Facility** and have the necessary repairs performed at a reasonable and customary charge. As soon as reasonably possible, report the repairs to the **Administrator**. The **Administrator** will determine the reimbursement eligibility in accordance with the terms and conditions of this **Agreement**.” If a dispute arises between the **Repair Facility** and **Us**, **We** reserve the right to relocate **Your Vehicle** to an **Repair Facility of Our choice**.” Within the ARBITRATION section of this **Agreement**, the following is included: There should be a mutual agreement at the time of dispute. Arbitration shall occur in Oregon (unless another location is mutually agreed upon), and arbitration shall be in accordance with Oregon laws.

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: License number {insert}. 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 Lexington National Insurance Corporation

UTAH: Coverage afforded under this Agreement is not guaranteed by the Utah Property and Casualty Guaranty Association. This Agreement is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department. 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:

(a) Nonpayment

(b) Material misrepresentation (c) Substantial change in risk (d) 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 canceled for non-payment of the Agreement Purchase Price;
2. Forty-five (45) days before the effective date of cancellation if canceled 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.

FILING A CLAIM section has been revised to add the following: If an emergency occurs that 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 obtaining authorization for payment from Us. After following these instructions, contact Us for claims instructions on the next business day at (866) 211-6977, or as soon as reasonably possible. INSURANCE STATEMENT section (13) is amended to state: In the event the Obligor fails to pay any claim within sixty (60) days after proof of loss has been filed. Purchase of this product is optional and is not required in order to finance, lease, or purchase a motor vehicle. Section VII Exclusion 8 is modified to read: "Any pre-existing damage or wear which causes a Breakdown to Your battery prior the purchase of this Agreement."

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-contractproviders.shtml to file a complaint.

WASHINGTON D.C.: Within the CANCELLATION section of this **Agreement**, the following sentence(s) is added: “An administrative fee of fifty dollars (\$50) or ten percent (10%) of the **Agreement Purchase Price**, whichever is less, and less any claims paid, will be charged for all pro rata cancellations made by You.” “A ten percent (10%) penalty per month will be added to **Your** refund if it is not paid or credited within forty-five (45) days after the return of this **Contract** to **Us**. **NOTE: You** will not receive a refund if this **Agreement** has expired.”

WISCONSIN: **THIS AGREEMENT 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 written request to the Selling Dealer 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 Selling Dealer 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 the Agreement Purchase Date, We or the Selling Dealer 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 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 Selling Dealer 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 Selling Dealer 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.

WYOMING: Within the CANCELLATION section of this **Contract**, the following sentence(s) is added: “**You** hereby authorize the **Lienholder** to cancel this **Contract** on **Your** behalf in the event: (1) **Your Vehicle** is repossessed, or (2) **Your Vehicle** is declared a total loss. If this **Contract** is cancelled within the first twenty (20) days from the mailing date of this **Contract** and no claims have been filed, then **You** will receive a full refund. If this **Contract** is cancelled after twenty (20) days from the mailing date of this **Contract** or after a claim has been filed, then **You** will receive a pro rata refund, less any claims paid under this **Contract**. Pro rata refunds are determined by multiplying the amount **You** paid for this Agreement by the lesser of the following: (a) the number of covered days remaining on the **Agreement** divided by the original number of covered days, or (b) the miles of remaining coverage under the Agreement divided by the original number of covered miles. A cancellation fee of \$50 will be charged for all pro rata cancellations made by the **Contract** Holder. If a refund is due to **You** under this **Contract**, a 10% penalty of the Agreement price per month will be added to the refund if it is not made within forty-five (45) days of return of the **Contract** to the **Provider**. In all instances, if there is no **Lienholder**, the refundable amount will be paid to **You**. If there is a **Lienholder**. The ARBITRATION section of this Agreement is deleted in its entirety. Arbitration does not apply in Wyoming.