

REGISTRATION PAGE

INS. 100	A.C.I.N.10	C.I.N.
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Vehicle Owner Name			Phone			Service Contract Number		
Street Address			Apt. #					
City			State		Zip			
Year	Make	Model	VIN					
Current Odometer Reading			Vehicle Purchase Price			Vehicle Purchase Date		
Seller Name			Seller I.D.			Seller Phone		
Seller Address			City			State		Zip
Lienholder Name			Lienholder Phone					
Lienholder Address			City			State		Zip
Plan Name			*Expiration Type <input type="checkbox"/> Add-On <input type="checkbox"/> Term (Expires At)			Plan Period Months _____ Miles _____		
**Validation Period 30 Days and 1000 Miles	Plan Code	Vehicle Class	Deductible \$ _____			Service Contract Purchase Price \$ _____		
Contract Purchase Date		Contract Activation Date		Contract Renewal Date		Contract Renewal Term		

Surcharges
 4 Wheel/All-Wheel Drive Diesel 1 Ton Vehicle Turbocharger/Supercharger Hybrid/Electric Vehicle Lift Kit Rideshare Coverage Commercial

Options (Subject to a surcharge):
 Seals and Gaskets Technology Group Brake Pads & Shoes Oil Changes Wiper Blades Battery & Lights

*Expiration Type
All Service Contracts expire by either time or miles. For the Add-On Expiration Type, mileage begins from the odometer mileage as of the Service Contract Purchase Date (SCPD). For the "Term" Expiration Type, mileage begins at zero (0) miles.

**Service Contract Validation Period
Coverage under this Contract begins on the Service Contract Purchase Date (SCPD) unless the SCPD is more than ten (10) days after the Vehicle Purchase Date (VPD). If the SCPD is more than ten (10) days after the VPD, see the Validation Period listed above. The undersigned purchaser of this Service Contract acknowledges that parts and labor benefits are subject to the validation period stated above.

Disclosures

1. Purchase of this Service Contract is not required to either obtain financing or to purchase the vehicle.
2. You have the right to transfer this Service Contract on the specified vehicle only to a subsequent private owner. Refer to the Transfer provision.
3. **THE CONTRACT REGISTRATION PAGE AND THE SERVICE CONTRACT CONSTITUTE THE ENTIRE CONTRACT BETWEEN YOU AND THE PROVIDER. NO OTHER DOCUMENTS ARE LEGAL AND BINDING UNLESS PROVIDED TO YOU BY THE ADMINISTRATOR OR PROVIDER.**
4. **This Service Contract is not a factory warranty or an extension of factory warranty nor is it a service contract as defined in the Magnusson Moss Act.**
5. **This is not a contract of insurance.**
6. **You** acknowledge **Your** understanding of and agree to the **Dispute Resolution/Arbitration Agreement and Class Action Waiver** section in this **Agreement**. Refer to the Dispute Resolution/Arbitration Agreement and Class Action Waiver section for opt-out instructions. This **Contract** is based on information **You** provided in this **Declarations Page**. **You** acknowledge **Your** understanding of the limited applicability of the federal Magnuson Moss Warranty Act as set out in this **Contract**.

"WASHINGTON RESIDENTS ONLY":

By initializing the blanks below and signing in the space provided, I further represent and acknowledge that I have read and am familiar with the following aspects of this Service Contract:

- TERMS AND CONDITIONS outlines Your responsibilities regarding maintenance requirements and time and mileage limitations.
- IF YOUR VEHICLE INCURS A BREAKDOWN outlines the procedure to file a claim.
- PLAN COVERAGE outlines Coverage under the Service Contract.
- WHAT IS NOT COVERED outlines the conditions where the Service Contract does not provide coverage.
- CANCELLATION OF YOUR SERVICE CONTRACT outlines the Service Contract cancellation conditions.
- The implied warranty of merchantability on the motor vehicle is not waived if this Service Contract has been purchased within ninety (90) days of the purchase date of the motor vehicle from a provider who also sold the motor vehicle covered by this Service Contract.

Signature Date

Text Messaging Summary Terms & Conditions: Our mobile text messages are intended for subscribers over the age of 13 and are delivered via USA short code 77453. You may receive up to 5 message(s) per month. Message and data rates may apply.
This service is available to persons with text-capable phones subscribing to carriers including AT&T, Verizon Wireless, T-Mobile®, Sprint, Virgin Mobile USA, Cincinnati Bell, Centennial Wireless, Unicel, U.S. Cellular®, and Boost. For help, text HELP to 77453, email Contactus@Integrity.car, or call 1-877-252-8036. You may stop your mobile subscription at any time by text messaging STOP to short code 77453

DO NOT SIGN BELOW UNTIL YOU HAVE READ THE ABOVE DISCLOSURES. BY SIGNING YOU ACKNOWLEDGE YOU HAVE READ AND UNDERSTAND THE DISCLOSURES.

Certification: I, the undersigned purchaser of this Service Contract, have selected the above coverages and options and understand that depending upon the coverage plan selected, parts and labor benefits are subject to the validations stated above. I certify that I have read and understand the above Service Contract's terms and conditions, the Text Messaging Summary Terms & Conditions, and any implied warranty disclosures.

Service Contract Purchase Date Service Contract Purchaser Signature Seller Representative

Administered by: Integrity Admin Group, Inc.
2973 Harbor Blvd, Suite 240, Costa Mesa, CA, 92626 Tele: (877) 252-8036
This Contract is between You the Purchaser, and the Provider.

CONGRATULATIONS!

We would like to thank You for choosing Our Service Contract.

Repair Service – United States and Canada

If You need repair service, refer to the section entitled “If Your Vehicle Incurs A Breakdown.”

You may visit any licensed repair facility in the United States or Canada. If Your Vehicle is still under the manufacturer’s warranty, return Your Vehicle to a manufacturer’s authorized dealer.

NOTE:

THE REGISTRATION PAGE AND THIS SERVICE CONTRACT CONSTITUTE THE ENTIRE CONTRACT BETWEEN YOU AND THE PROVIDER AND NO OTHER DOCUMENTS ARE LEGAL AND BINDING UNLESS PROVIDED TO YOU BY THE ADMINISTRATOR OR PROVIDER

Review Your Registration Page. The Registration Page contains basic information regarding Your Service Contract.

Check Your Deductible - Please check the box labeled Deductible on Your Registration Page. The number shown identifies the minimum portion of the covered repair You will be required to pay if You have a claim. If this box was left blank, immediately contact the Seller from whom You purchased this Service Contract.

DEFINITIONS

This Service Contract is an agreement between You and Us. We, Us, Our and Provider is Integrity Admin Group, Inc., 2973 Harbor Blvd., Suite 240, Costa Mesa, CA 92626 (877) 252-8036. In the state of Florida, the Provider is Lyndon Southern Insurance Company, 10151 Deerwood Park Blvd., Bldg. 100, Ste. 500, Jacksonville, FL 32256, Tel: (800) 888-2738,(Florida License No. 03698). The Provider is the party responsible to You for the benefits under this Service Contract. **You, Your and Contract Holder** refers to You, the purchaser of this Service Contract and the owner of the Vehicle described in the Registration Page of this Service Contract.

ADMINISTRATOR: Refers to Integrity Admin Group, Inc. The Administrator is responsible for administering this Service Contract. All inquiries should be directed to the Administrator. Toll-free assistance is available at 1-877-252-8036.

BREAKDOWN, MECHANICAL BREAKDOWN, MECHANICAL FAILURE: Refers to a failure due to defects in materials and/or workmanship of a Covered Part to perform the function for which it was designed by its manufacturer. A Breakdown does not include failure due to sludging or gelling conditions, normal wear and tear, loss not specially listed as covered, and any failure listed in What Is Not Covered. Further, a Breakdown does not include any failures to Your Vehicle if the manufacturer has announced its responsibility through any means including public recalls and factory service bulletins or TSBs.

COMMERCIAL USE: Vehicle is used primarily for profit, such as repair work, route work, service work, and delivery. Other examples include, but are not limited to, floral delivery, cable TV repair, plumbing, vending machine services, catering, medical supply delivery, home repairs, livery or transportation services, including Lyft, Uber or similar services, and realty services.

CONTRACT ACTIVATION DATE: The date the Validation Period begins.

CONTRACT RENEWAL DATE: The date the Contract Renewal Payment is due and the Service Contract renews directly following the previous thirty (30) day period.

CONTRACT RENEWAL PAYMENT: The amount due in order to renew the Service Contract every thirty (30) days.

CONTRACT RENEWAL TERM: The thirty (30) day period measured from the Contract Renewal Date provided the Contract Renewal Payment has been received. The Validation Period does not apply to any Contract Renewal Term.

COVERAGE: The Coverage afforded You for Your Vehicle is determined by the Plan Name and Expiration Type shown on the Registration Page, which is more fully described in the section entitled "Plan Coverage."

COVERED PART or COVERED PARTS: Refers to the parts or components listed under the section entitled "Plan Coverage."

DEDUCTIBLE: The minimum portion of the covered repair which You will have to pay if You have a claim. The amount of Your Deductible is shown on Your Registration Page. This amount is applied per claim, and to each claim.

EXPIRATION TYPE: This Service Contract is subject to a Plan Period and Expiration Type. The Plan Period is the number of months and number of miles for which You are afforded coverage under this Service

Contract. The Expiration Type determines when the number of months or miles is reached. Please refer to the section entitled “Expiration Type” on Your Registration Page for more information.

FULL FACTORY WARRANTY, FACTORY WARRANTY: Refers to the full Manufacturer’s Warranty provided to You by the manufacturer at no additional cost and covers repairs to Your Vehicle to correct any defect in material or workmanship. This Service Contract is not a Factory Warranty.

LABOR: Total labor time for a covered repair will be determined by a current nationally published labor manual. The labor rate for authorized repairs will be based on the posted labor rate of the licensed repair facility that You selected. If the repair facility’s labor rate is not posted the Administrator reserves the right to approve a labor rate based on the average labor rate for similar local repair facilities. Administrator also reserves the right to adjust the approved labor rate if the repair facility’s labor rate is deemed to be excessive by the Administrator when compared to local average labor rates for similar facilities.

OEM: Original Equipment Manufacturer.

PLAN PERIOD: This Service Contract is subject to a Plan Period and Expiration Type. The Plan Period is the number of months and number of miles for which You are afforded coverage under this Service Contract. The Expiration Type determines when the number of months or miles is reached. Please refer to the section entitled “Expiration Type” on Your Registration Page for more information.

SELLER: Refers to the party who sold You this Service Contract. Please see the box labeled “Seller Name” on the Registration Page for Your Seller’s contact information.

SERVICE CONTRACT: This Service Contract is issued to You and covers Your vehicle described on the Registration Page of this Service Contract.

SERVICE CONTRACT NUMBER: Please see the box labeled “Service Contract Number” on the Registration Page. Please refer to this number in any written or verbal communication, such as requesting information or filing a claim.

VEHICLE, YOUR VEHICLE: Refers to the vehicle described on the Registration Page of Your Service Contract and owned by You.

WEAR AND TEAR: Refers to the gradual reduction in component performance through normal operation and use.

PLAN COVERAGE

PLAN-SPECIFIC COVERAGES (only those components specifically listed are covered, and coverage for components in multiple component groups only applies for the component groups in which the part is specifically listed).

STANDARD COVERAGE

1. ENGINE:

All internal components of the engine that require lubrication for operation are covered. The engine block, cylinder heads, timing chain cover and oil pan are covered only if damaged by the failure of an internally lubricated engine component.

2. TRANSMISSION:

The following components are covered: Torque converter, vacuum modulator, accumulator, and the electronic shift control unit. In addition, all internal components of the transmission that require lubrication for operation are covered. The transmission case and pan are covered only if damaged by the failure of an internally lubricated transmission component.

3. TRANSFER CASE:

All internal components of the transfer case that require lubrication for operation are covered.

COMPREHENSIVE COVERAGE

Component groups 1-10 are covered.

4. DRIVE AXLE (FRONT AND REAR):

The following components are covered: Locking hubs, drive shafts, center support bearings, universal joints, and the CV joints (except when damaged as a result of a torn or missing CV boot). In addition, all internally lubricated components contained within the drive axle housing are covered. The drive axle housing and differential cover are covered only if damaged by the failure of an internally lubricated drive axle component.

5. TURBO/SUPERCHARGER:

All internally lubricated parts of the turbocharger or supercharger are covered, provided the mandatory surcharge has been paid. Coverage applies to factory installed units only.

6. COOLING SYSTEM:

The following components are covered: Thermostat, water pump, engine-cooling fan motor, engine-cooling fan, and the engine-cooling fan clutch.

7. AIR CONDITIONING SYSTEM:

The following components are covered: Compressor, condenser, evaporator, expansion valve, blower motor, accumulator/receiver-dryer and the orifice tube.

8. FUEL SYSTEM:

The following components are covered: Fuel pump, fuel injectors and metal fuel lines.

9. ELECTRICAL:

The following components are covered: Alternator, voltage regulator, starter motor, starter solenoid, ignition switch, front and rear wiper motors and switches, washer pump and switch, headlamp switch, turn signal switch, rear defroster switch, blower speed switch, power window motors, regulators and switches, and the power door lock actuators and switches.

10. SEALS & GASKETS:

Seals and Gaskets are covered only for those parts listed in component groups 1-9, provided that they are required in conjunction with the repair of a Covered Part or an otherwise approved repair, or if you selected the Optional Coverage for Seals and Gaskets on the Registration Page and paid the appropriate surcharge. **Note:** Seepage of seals and gaskets is considered normal wear and tear and is not covered under this Service Contract.

OPTIONAL COVERAGES (Surcharge applies):

- 1. Seals and Gaskets:** Seals and gaskets will be covered only if the Seals and Gaskets option is selected at the time of purchase and the appropriate surcharge paid. **Note:** Seepage of seals and gaskets is considered wear and tear and is not covered under this Service Contract. The maximum benefit allowed is \$100 during the term of Your Service Contract.
- 2. Technology Group:** The following Manufacturer-Installed components will be covered only if the Technology Group option is selected at the time of purchase and the appropriate surcharge is paid: DVD Players; Radio; CD Players; Video and Gaming Systems; Navigation Systems, Back-up Camera, Parking Sensors. Coverage does not include any removable components such as Remote Controls, DVD or CDs. The maximum benefit allowed is \$2,500 during the term of Your Service Contract.
- 3. Oil Changes:** You are eligible for reimbursement for the following only if the Oil Change option is selected at the time of purchase and the appropriate surcharge is paid: one (1) Oil Change up to \$40 per year during the term of Your Service Contract. Paid in full receipts for all oil changes must be provided to the Administrator with your request for reimbursement. All oil changes must be performed during the term of this Contract. Reimbursement will be provided for the for the lesser of the following: either (a) the MSRP cost of five (5) quarts of convention oil, one (1) OEM replacement oil filter, and a maximum of .2 hours of labor at the maintaining facility's charged customer-pay labor rate, or (b) the maintaining facility's menu price for a convention oil change.
- 4. Brake Pads/Shoes:** You are eligible for the replacement of Brake Pads or Shoes only if the Brake Pads/Shoes option is selected at the time of purchase and the appropriate surcharge is paid. The maximum benefit allowed is \$100 during the term of Your Service Contract.
- 5. Wiper Blades:** You are eligible for reimbursement for the following only if the Wiper Blades option is selected at the time of purchase and the appropriate surcharge is paid: two (2) services up to \$20 each for the replacement of Wiper Blades during the term of Your Service Contract. The maximum reimbursement available for this benefit is \$40 during the term of Your Service Contract.
- 6. Battery & Lights:** You are eligible for reimbursement for the following only if the Battery & Lights option is selected at the time of purchase and the appropriate surcharge is paid: (1) the cost of an Alignment and replacement of Exterior Lamps & Bulbs with a maximum reimbursement of \$200 during the term of Your Service Contract, or (2) a one-time benefit of \$50 for Battery Replacement. The maximum reimbursement available for these benefits is \$250 during the term of Your Service Contract.

MANDATORY SURCHARGES: The following surcharges must be selected and paid for at the time of purchase. Failure to do so will result in cancellation by Us of this Service Contract.

- 1. 4 Wheel/All-Wheel Drive Coverage:** If Your Vehicle is equipped with 4 Wheel/All-Wheel Drive, the following components are covered: 4 Wheel Drive Actuator and Locking Hubs.
- 2. Diesel:** If You have a diesel Vehicle, an additional mandatory surcharge is applied.
- 3. 1 Ton Vehicle:** If You have a vehicle with a one-ton gross vehicle weight capability, (GVW) an additional mandatory surcharge is applied.

4. **Turbocharger/Supercharger (factory installed only):** all internal components contained within the Turbocharger/Supercharger Housing, Turbo Boost Valve, Turbo Waste Gate Actuator, Bearing, Bushing, and all other internal components, and Seals and Gaskets, Supply Line.
5. **Hybrid/Electric Vehicle:** Electric Motor, Power Controller, Inverter Assembly, Generator, Drive Motor Temperature Sensor/Switch, Battery Cooling Fan Relay/Module, Damper, Electric Water pump, Electric Air Conditioning Compressor and Battery Cooling Fan, Water Assembly Valve. A mandatory surcharge is applied if Your Vehicle is a hybrid or fully electric model.
6. **Lift Kit:** If Your Vehicle is equipped with a Lift Kit modification, an additional mandatory surcharge is applied. No coverage is provided for components that were utilized to facilitate the vehicle's modification, including but not limited to the Lift Kit and its components. Oversize wheels and tires are included within the guidelines of Lift Kit Coverage. The modification to the height and width of wheels and tires is limited to a maximum of 3 inches, inclusive of any modifications to the wheels or tires, or both. Vehicles with Lift Kits that exceed 3 inches are not eligible for coverage and will be excluded from coverage. The 3-inch modification is measured from the manufacturer's vehicle specifications (as listed in nationally published repair manuals); inclusive of any and all modifications of the vehicle's body and suspension. The vehicle must be equipped with the lift kit modification at the time of vehicle purchase to be eligible for coverage, and if the installation date of the Lift Kit cannot be verified, the Administrator may deny any claim. No coverage is available for suspension reductions or undersized wheels or tires. Any damage resulting from suspension reductions or undersized wheels or tires is excluded from coverage. Coverage is supplemental to the manufacturer's coverage and will not apply to any failure for which the manufacturer has denied coverage due to the installation of the Lift Kit.
7. **Rideshare Coverage:** A ridesharing vehicle is defined as any vehicle, not commercially registered, used for the purpose of transportation of others regardless of whether You receive any compensation for that use.

IF YOUR VEHICLE INCURS A BREAKDOWN

1. If Your Vehicle incurs a Breakdown, You must take the following steps in order to file a claim:
 - A. Determine if Your Vehicle requires Roadside Assistance. If Your Vehicle requires Roadside Assistance, refer to the section entitled "Plan Coverage," and specifically the sub-section entitled "Additional Benefits."
 - B. Prevent Further Damage - Take immediate action to prevent further damage. This Service Contract will not cover the damage caused by not securing a timely repair when a Breakdown has occurred. The operator is responsible for observing Vehicle warning lights and gauges and taking appropriate action immediately upon notification. Failure to do so may result in the denial of coverage.
 - C. Take Your Vehicle to a licensed repair facility of Your choice.
 - D. Provide the repair facility representative with a copy of Your Service Contract and/or Your Service Contract Number, if possible.
 - E. The repair facility representative must obtain a Claim Authorization Number from the Administrator prior to any repair being initiated or any damaged parts being removed or discarded.
 - F. Save all components, including fluids and filters that need to be inspected. **We** may require covered components to be retained for **Our** inspection or disposal.

REPAIRS WITHOUT PRIOR AUTHORIZATION WILL NOT BE COVERED OR REIMBURSED.

If prior authorization cannot be obtained during the Administrator's normal business hours and the cost of repair is \$350 or less, the Administrator may waive the pre-authorization requirement at the Administrator's sole discretion. The Administrator must still be contacted the first business day following the repair. Such unauthorized repair claims will be reviewed subject to Administrator's adjudication process.

2. The repair facility **must** do the following **prior** to initiating any repairs:

- A. Obtain Your authorization to diagnose the cause of Breakdown and cost of the repair. It is Your responsibility to ensure the cause of the Breakdown is properly diagnosed. It is Your responsibility to pay for the cost of diagnosis.

In addition, the Administrator will determine if an inspection and/or tear-down is necessary to confirm the cause of the Breakdown and if it is covered under the terms of this Service Contract. The Administrator will also determine the extent of the tear-down that is necessary. "Necessary" shall be deemed to be the point where the damage is visible or determinable. You are responsible for authorizing the repair facility to complete the tear-down. The reasonable cost of the authorized tear-down will only be paid by the Administrator if the claim is approved.

- B. Call the Administrator to verify Your coverage and to obtain a Claim Authorization Number. For Claims/Customer Service contact 1-877-252-8036.
- C. Review the Administrator's determination of the claim with You to explain what will be covered by the Service Contract and what portions of the repairs, if any, will not be covered.

3. When You pick up Your Vehicle, You **must**:

- A. Review the work performed with the repair facility representative.
- B. Pay the Deductible amount shown in the Registration Page.
- C. Pay for any charges not covered by this Service Contract.
- D. Pay for the cost of covered components or repairs above the amount approved by Administrator.

PAYMENT OR REIMBURSEMENT OF CLAIMS

When the damage and repair falls within the scope of this Service Contract and authorization to proceed with the repair is obtained from the Administrator and the repair work is completed, payment will be provided in one of the following two methods, so long as the request for payment is submitted to the Administrator within 180 days of the date that the Claim was approved. **No requests for payment will be honored if received more than 180 days after that Claim was approved.**

- **PAYMENT OPTION:** The Administrator will pay the repair facility for the approved amount of the Claim, less the Deductible, if any. The Administrator will arrange for such payment by check or nationally recognized credit card.
- **REIMBURSEMENT OPTION:** You may request reimbursement from the Administrator, by submitting the paid invoice to the address below. The following information must be included with Your paid invoice

and is generally supplied to You by the repair facility You selected. The invoice must contain the following information:

1. Itemized listing of approved replacement part names, numbers and prices.
2. Description of approved labor and charges necessary to correct the mechanical failure.
3. Vehicle mileage Year Make and Model, complete Vehicle Identification Number.
4. Date of repair.

TERMS AND CONDITIONS

This Service Contract provides coverages recorded for the time and mileage stated on the Registration Page, whichever occurs first. Please refer to the sections of the Registration Page entitled “Expiration Type” and “Plan Period” to determine Your period of coverage.

CONTRACT HOLDER’S RESPONSIBILITIES:

1. CLAIM REIMBURSEMENT

Obtain approval PRIOR to having work performed that may be covered by this Service Contract. If You believe the failure may be covered by this Service Contract, call the Administrator at 1-877-252-8036, or instruct the repair facility performing the work to call to register the claim BEFORE ANY WORK IS PERFORMED.

See the section entitled “If Your Vehicle Incurs A Breakdown” for additional information.

2. VEHICLE MAINTENANCE AND MAINTENANCE REQUIREMENTS

You must properly maintain Your Vehicle and KEEP THE RECEIPTS.

This Service Contract is only valid if Your Vehicle has been maintained in accordance with the manufacturer’s specifications. Keep copies of all receipts (oil changes, lubrication, etc.). Proof of maintenance may be required when You file a claim.

Maintenance Requirements:

- a. You must have Your Vehicle checked and serviced in accordance with the manufacturer’s recommendations and by a licensed service facility, as outlined in the Owner’s Manual for Your Vehicle.

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

- b. It is required that You retain “Proof” of maintenance for the service and/or repair work performed on Your Vehicle, including maintenance performed prior to the purchase of this Service Contract while the Vehicle was owned by You. “Proof” means repair orders from a licensed repair facility. Pertinent information must be included that identifies the Vehicle and the repairs performed, in particular the Vehicle Identification Number (VIN), date of service or repair work, mileage, parts and labor.

ADMINISTRATOR’S RESPONSIBILITIES:

1. BREAKDOWN OF COVERED PARTS

We will pay or reimburse You for the reasonable costs to repair or replace any Breakdown of a part listed in the Plan Coverage Section, as determined by the Administrator using standard and common industry practices. **COVERED PARTS MAY BE REPLACED, DEPENDING ON AVAILABILITY AND AT ADMINISTRATOR'S DISCRETION, WITH LIKE KIND AND QUALITY (LKQ), USED, REBUILT, REMANUFACTURED OR NEW PARTS.**

If you dispute our determination of coverage, you must notify us in writing of such dispute, and your reasons for the dispute, within sixty (60) days of Our final determination. Failure to notify us within this time period will be deemed a waiver of any such dispute. Any actions or claims arising from this Service Contract or actions taken by Us under the terms and conditions of this Service Contract shall be filed in Duval County, Florida.

GENERAL PROVISIONS:

1. YOUR HELP AND COOPERATION

If We ask, You agree to help Us enforce Your rights against any manufacturer or repair facility who may be responsible to You for the cost of repairs covered by this Service Contract. You must provide written authorization to Us to communicate with any party other than You. We shall not pay for any approved claims if You fail to comply with this section in any way.

2. SUBROGATION AND OUR RIGHT TO RECOVER PAYMENT

If We pay for coverage under this Service Contract, We may require You to assign Us Your rights of recovery against others. We will not pay for a Breakdown if You impair these rights to recovery. Your rights to recover from others may not be waived. You shall do whatever is necessary to enable Us to enforce these rights. We shall recover only the excess after You are fully compensated for Your loss.

3. OTHER COVERAGE

In the event a repair is subject to any additional third-party Service Contracts or warranties, those Service Contracts or warranties shall supersede any and all obligations under this Service Contract.

4. DEDUCTIBLE

In the event of a Breakdown covered by this Service Contract, You may be required to pay a Deductible. No Deductible payment is required with respect to 24 Hour Roadside Assistance and Rental Benefit, if they are provided by this Service Contract. The Deductible amount will be applied on a per repair visit basis. Should a covered Breakdown take more than one visit to repair, only one Deductible will apply for that Breakdown.

5. COVERAGE

The Coverage afforded You for Your Vehicle is determined by the Plan Name and Expiration Type shown on the Registration Page, which is more fully described in the section entitled "Plan Coverage."

6. LIMITS OF LIABILITY

OUR liability for **any one authorized repair** shall in no event exceed fifteen thousand dollars (\$15,000.00).

OUR liability for **all authorized repairs combined during the term of this Service Contract** shall in no event exceed fifteen thousand dollars (\$15,000.00).

In the event that the amount of **any one authorized repair or the combined total amount of all authorized repairs** meets or exceeds Our liability, Your Service Contract will be deemed expired and no further coverage will be afforded to You, regardless of the remaining time or mileage of Your Service Contract's Plan Period. No refund shall be due to You upon expiration of the Service Contract.

7. SERVICE CONTRACT VALIDATION PERIOD

This Service Contract may be subject to a Validation Period of time and mileage from the Service Contract Purchase Date (SCPD), as shown on the Registration Page. The length of the Validation Period, if applicable, is listed on the Registration Page of this Contract. There is no coverage during the Validation Period. Coverage will commence upon the expiration of the Validation Period. If the Validation Period applies, the additional time and mileage contained in the Validation Period will be added to the plan's duration.

8. EXPIRATION TYPE: ADD-ON

The plan expires by time or mileage, whichever occurs first.

- a. Time: The plan expiration is measured from the Service Contract Purchase Date, subject to the Validation Period, if applicable.
- b. Mileage: The plan expiration is measured from the odometer mileage of the Vehicle on the Service Contract Purchase Date, subject to the Validation Period, if applicable.

EXPIRATION TYPE: TERM

This plan expires by time or mileage, whichever occurs first.

- a. Time: The plan expiration is measured in time from the Service Contract purchase date.
- b. Mileage: The plan expiration is measured from zero (0) odometer miles, and will expire when the vehicle's odometer reaches the mileage of the plan selected.

9. MANUFACTURER'S WARRANTY DISCLOSURE

If the term of this Service Contract overlaps with the term of Your Manufacturer's Warranty, look first to Your Manufacturer's warranty for coverage. This Service Contract excludes coverage for any loss covered by Your Manufacturer's Warranty, but may nevertheless provide benefits in addition to those provided by Your Manufacturer's Warranty.

10. COVERAGE DISPUTES

In the event you dispute all or part of Our determination regarding coverage under this Service Contract, You must notify Us of that dispute within sixty (60) days of Your receipt of Our determination.

WHAT IS NOT COVERED

- 1. ANY REPAIR OR REPLACEMENT MADE WITHOUT PRIOR AUTHORIZATION FROM THE ADMINISTRATOR TO THE REPAIR FACILITY.**
- 2. Any parts not listed, or any parts specifically excluded.**
- 3. Fluids, filters and lubricants, except when required in connection with the repair or replacement of a Covered Part.**

4. All electric-powered or hybrid-specific parts, unless the Hybrid/Electric Vehicle Surcharge was paid at the time You purchased the Service Contract.
5. Any Breakdown caused by: collision; fire; theft; vandalism; riot; explosion; lightning; earthquake; overheating; freezing; rust or corrosion; windstorm; hail; water; flood; normal wear and tear; a sludging or gelling condition; carbon build-up or contamination; contamination of fluids or fuels; and misuse, abuse, negligence, and/or failure to protect Your Vehicle from further damage when a Breakdown has occurred.
6. Any physical damage, regardless of damaged components and/or cause of damage. Water or air leaks, and any damage caused by water or air leaks.
7. Valve Grinding, Burnt Valves, Core Charges, or Wheel Balancing.
8. Any Breakdown caused by the use of Your Vehicle for: racing or any other forms of competitive driving; plowing snow; towing in excess of the weight for which Your Vehicle is rated; or any other purpose not recommended by the manufacturer.
9. Scheduled maintenance, and any Breakdown caused by a lack of required or recommended maintenance, or a failure to maintain proper levels of lubricants and/or coolants.
10. Any Breakdown caused by engine detonation or pre-ignition.
11. Any Breakdown caused by sludge, a sludging condition, carbon, or carbon build-up.
12. Any Breakdown if, while owned by You, the Vehicle's odometer: (i) has been tampered with; (ii) has been disconnected; or (iii) is broken and was not immediately repaired, regardless if the Breakdown is related to the odometer.
13. Repair or replacement of components to improve operating performance. The repair of valves and/or bearings if a Mechanical Breakdown has not occurred and the purpose of such repair is simply to raise the engine's compression. A component or part which has not failed or resulted in a Breakdown, but which a repair facility recommends or requires be repaired or replaced, even if such repair or replacement is for preventative purposes.
14. Any Breakdown or condition that: already existed when You purchased Your Service Contract; occurred before You purchased Your Service Contract; or occurs during the Validation Period.
15. Repair or replacement of any covered part if a Breakdown has not occurred. This includes "preventative maintenance" or "preventative repairs".
16. Any repair or replacement of a covered component after recommended or required service, if such scheduled service was not in fact performed.
17. Any repair or replacement of a covered component when the Breakdown is caused by the Breakdown of a non-covered component, and any repair or replacement of a non-covered component when the Breakdown is caused by the Breakdown of a covered component. This Service Contract does not cover consequential damages, regardless of the cause.
18. Breakdowns caused by any alterations which have been made to Your Vehicle and are not factory-installed. Breakdowns caused by: frame or suspension modifications; oversized/undersized tires or

wheels; lift kits (unless the appropriate surcharge has been paid); trailer hitches; or any other modifications to any of Your Vehicle's systems.

19. Prior repairs which are the subject of any third party warranty or any prior repairs where there is demonstrable negligence or failure in workmanship; repairs for which the responsibility is covered by any warranty of the manufacturer such as extended drive train coverage, or a repairer's guarantee or warranty (regardless of whether or not the manufacturer or repair facility is doing business as an ongoing enterprise), or repairs for which the responsibility is covered by the repairer's guarantee or warranty (regardless of whether or not the repair facility is doing business as an ongoing enterprise). Further, coverage under this Service Contract is similarly limited in the event of a Breakdown if the manufacturer has announced its responsibility through any means including public recalls, technical service bulletins, or factory service bulletins.
20. Liability for damage to property, or for injury or death arising out of the operation, maintenance or use of Your Vehicle whether or not related to the part covered.
21. Any Breakdown caused by contamination of fluids, fuels, fuels containing more than 10% ethanol, coolants, lubricants, rust or corrosion.
22. Shop supply charges; EPA Disposal Fees; special-order parts; shipping costs; parts locator research fees; storage fees; filter, lubricants, coolants, fluids and refrigerants except when replacement is required in conjunction with the repair or replacement of a Covered Part.
23. Repairs to seized or damaged engines due to continued operation without sufficient lubricants or coolant, regardless of cause. You are responsible for making certain that the oil and temperature warning lights/gauges are functioning properly. You must pull off the road immediately and discontinue vehicle operation when any of Your Vehicle's lights/gauges indicate inadequate protection or performance or if overheating occurs.
24. Any failure occurring outside of the United States or Canada.

INELIGIBLE VEHICLES

1. Any vehicle with True Mileage Unknown (TMU). TMU is defined as any of the following: (i) the inability to determine Your vehicle's actual mileage at the time of a claim for repair; (ii) the inability to determine Your Vehicle's actual mileage at the time of purchase of this Service Contract; (iii) the vehicle's title has been branded as TMU (or a similar designation), not actual mileage, or its equivalent by a state regulatory agency or department.
2. Any vehicle that has flood damage or has a title branded as FLOOD by a state regulatory agency or department.
3. Trucks over 1 ton classification, taxis, buses, and government-owned vehicles (including municipalities).
4. Vehicles used for racing competition, time trials or rallies.

5. **Vehicles modified from manufacturer's specifications. This shall not apply to vehicles equipped with a manufacturer-installed or approved lift kit, provided that the Lift Kit Surcharge is selected on the Registration Page and the corresponding surcharge is paid.**
6. **Vehicles not purchased through a licensed authorized agent.**
7. **Grey Market Vehicles.**
8. **Vehicles with a fifth wheel or gooseneck trailer hitch are not covered. Vehicles with bumper hitches are covered if installed by the manufacturer only.**
9. **Vehicles with a snowplow attachment unless the Commercial Use Surcharge was paid at the time You purchased the Service Contract.**
10. **Vehicles purchased by a minor.**
11. **Commercial vehicles. Commercial vehicles shall include: vehicles not registered commercially but used for any commercial purposes; vehicles titled or registered to a company; and vehicles registered and used for any commercial purposes as defined in the Definitions section of this Service Contract. This exclusion does not apply to ridesharing vehicles if the Rideshare Coverage Surcharge was applied and paid, as required by the Mandatory Surcharges section of this Service Contract.**

TRANSFER AND CANCELLATION

TRANSFER OF SERVICE CONTRACT:

This Service Contract may be transferred by the Vehicle Owner shown on the Registration Page upon the sale of the Vehicle to another private party. Only one transfer is permitted during the term of the Service Contract. **The Service Contract transfer must be made at the time of the Vehicle transfer. You must request the transfer in writing, and the Administrator must receive it within seven (7) days of the transfer. A fee of fifty dollars (\$50.00) must accompany the request to transfer, along with the following information:**

1. **Name of New Owner,**
2. **Address & Telephone Number,**
3. **Copy of Title showing transfer.**

This Service Contract must be given to the new owner at the time the Service Contract Transfer is completed. Transfer of Service Contract does not include transfer of the 24 Hour Roadside Assistance Program.

If this Service Contract is transferred, the transferee will not be entitled to a refund for any cancellation after the transfer occurs, unless transferee provides proof of payment for this Service Contract. The payment must be in addition to the payment for the purchase of the Vehicle.

CANCELLATION OF YOUR SERVICE CONTRACT:

This Service Contract will automatically renew unless otherwise cancelled as indicated below. The Service Contract will have a Renewal Term of thirty (30) days, and will automatically renew every thirty (30) days until the Expiration Date.

1. **You may cancel this Service Contract at any time.**

- 2. To cancel this Service Contract, either return to the Seller to complete and sign the cancellation form, or mail written notice to the Seller of Your election to cancel this Service Contract. A notarized odometer statement indicating the odometer reading at the date of the request will be required.**
- 3. Cancellation requests received:**
 - a. Within the first thirty (30) days will receive a full refund, less any approved claim amounts.**
 - b. After the first thirty (30) days will receive a pro-rated refund based upon term or mileage, whichever is greater. The refund will be based on the unearned amount paid for this Service Contract, less any approved claim amounts. A fifty dollar (\$50.00) cancellation fee will apply.**

All cancellation requests will be effective as of the date received. In addition, all cancellation requests must have an effective date which is no later than forty-five (45) days from the date of receipt.

If Your Vehicle is repossessed, stolen, or totaled, this limitation of time may be waived at the Administrator's sole discretion. The Administrator may request supporting documentation from the primary insurance company or police reports indicating dates and mileage at the time of incident.

- 4. We may cancel at any time if:**
 - a. Your Vehicle is deemed a total loss, is an unrecovered theft, or is repossessed.**
 - b. Your Vehicle's odometer is disconnected or altered, or Your Vehicle is determined to be TMU.**
 - c. Your Vehicle is used in a manner not covered by the Service Contract.**
 - d. Your Vehicle is or has been modified.**
 - e. Your Vehicle is an Ineligible Vehicle.**
 - f. The charge for the Service Contract is not paid to Us.**
 - g. The charge for a Mandatory Surcharge is not paid to Us.**
 - h. Your Vehicle is covered by multiple Service Contracts.**
 - i. You made material misrepresentation, or provided false, incomplete or misleading information in obtaining this Service Contract or in the submission of a claim.**
 - j. Your Vehicle does not have a valid manufacturer Vehicle Identification Number (VIN).**
 - k. The Vehicle's title is branded as salvage, junk, rebuilt, totaled or damaged by flood after You purchased the Service Contract.**
 - l. The Seller was not authorized by Us to sell the Service Contract.**
 - m. There is a substantial change in the usage of the vehicle, e.g. Commercial Use, which was not present at the time of the purchase of the Service Contract. Cancellation will be effective as of the date We are made aware of such change in usage, regardless of when the change in usage actually occurred.**

If We cancel, the cancellation will be effective as of the date We determine the reason for cancellation. You will receive a pro-rata refund of the unearned amount paid for this Service Contract, less any approved claim amounts. Notice of such cancellation will be delivered to You by first class mail. The notice will state the cancellation effective date and reason.

- 5. If the Service Contract Purchase Price, or any part of the Service Contract Purchase Price, is financed, the lienholder shown on the Registration Page may cancel this Service Contract for a default under the terms of the retail installment agreement between You and the lienholder. The lienholder may have a security interest in the Service Contract refund. If a security interest exists, the refund will be paid to the lienholder. You should refer to Your retail installment agreement regarding any applicable refunds.**

REFUND

All refunds will be calculated based on the provisions provided in the section entitled “Transfer and Cancellation.”

The Administrator agrees to pay the Provider’s respective percentage of the refund, based on the amount of the consideration the Provider received. The Seller agrees to pay its respective percentage of the refund based on the amount of the consideration the Seller received.

In the event a refund is due upon the cancellation of this Service Contract, the Administrator shall remit to the Seller the Provider’s respective percentage of the refund due. Seller shall then remit to You the full refund amount due, which shall include both the Provider’s and the Seller’s respective percentage of the refund due. In no event will We or the Administrator be liable for the Seller’s portion of any refund due to You, including if the Seller has ceased operations.

The Registration Page and this Service Contract constitute the entire agreement between You and the Provider and no other documents are legal and binding unless provided to You by the Administrator or Provider.

If a lending institution or the Seller has financed the purchase of this Service Contract, the refund check will be made payable to the lending institution or the Seller.

Integrity Admin Group Inc.

2973 Harbor Blvd Ste. 240

Costa Mesa CA, 92626

Phone: 1-877-252-8036 • Fax: 1-949-216-7032

ADDITIONAL BENEFITS (Included at no cost):

24 Hour Roadside Assistance: Your Vehicle will be covered for up to ten (10) occurrences over the term of Your Service Contract. Towing benefits are provided for up to a maximum of one hundred dollars (\$100.00) per occurrence. Lock out service, fuel and fluid delivery services (**excluding the cost of the fuel or fluids**), or battery boost/jump services are provided for up to a maximum of fifty dollars (\$50.00) per occurrence. Battery boost/jump services are not available for electric or hybrid vehicles. The 24 Hour Roadside Assistance benefits are provided through Quest Software, Inc. d/b/a Quest Towing Services, Inc. and Quest Claims Services, 106 West Tolles Drive, St. Johns, MI 48879, 1-855-513-5184. **If Your Vehicle requires Roadside Assistance, You must contact Quest Towing Services for prior approval and assistance, otherwise no coverage for the service will be provided.**

Please Note: The Emergency Roadside Assistance benefit is not intended to provide reimbursement of services secured through a provider other than the Road Service Processing Center.

You will be provided with Your Roadside Assistance number in the welcome letter You receive. **Transfer of this Service Contract does not include transfer of the 24-Hour Roadside Assistance Program.**

Rental Benefit: This benefit is provided to you by Quest Software, Inc. d/b/a Quest Towing Services, Inc. and Quest Claims Services, 106 West Tolles Drive, St. Johns, MI 48879, 1-855-513-5184. Rental reimbursement will only be approved for an authorized repair, beginning on the claim submission date. Reimbursement for a rental vehicle is provided for a maximum of thirty-five dollars (\$35.00) per day, up to a maximum of five (5) days. Any authorized repair which requires the Vehicle to be left at a repair facility will

qualify for one (1) day of rental reimbursement. Parts delays will qualify for up to three (3) days of reimbursement. Delays for inspection required by the Administrator qualify for up to one (1) day of rental reimbursement. Rental car agreement charges will only be reimbursed to You for charges incurred from a licensed rental agency. Rental reimbursement will not apply to charges for rideshare programs (such as Uber or Lyft) or other alternative transportation options. You must provide the paid rental receipt to the Administrator to be reimbursed for the charges. In no case will reimbursement exceed the actual cost included on the rental receipts, and no reimbursement will be provided to You until the authorized repairs are complete and paid.

Dispute Resolution/Arbitration Contract and Class Action Waiver:

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

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

The Parties agree and acknowledge that the transaction evidenced by this **Contract** affects interstate commerce. The Parties further agree that all issues relating to this Arbitration Contract and Class Action Waiver, including its enforcement, scope, validity, interpretation, and implementation, will be determined

pursuant to federal substantive law and the substantive and procedural provisions of the Federal Arbitration Act (“Act”), 9 U.S.C. §§ 1-16. If federal substantive law holds that state law should apply to any issue relating to this Arbitration Contract and Class Action Waiver, then the law of the state where **You** purchased the **Contract** shall apply, without regards to conflicts of law.

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

The arbitration shall be administered by the American Arbitration Association (“AAA”). The arbitration shall be conducted pursuant to the AAA Consumer Arbitration Rules (the “Code”). Information on AAA and a copy of the Code may be found at the following number and URL: American Arbitration Association, (800) 778-7879, www.adr.org. The arbitration will be governed by federal substantive law and the substantive and procedural provisions of the Federal Arbitration Act (“Act”), 9 U.S.C. §§ 1-16. If federal substantive law holds that state law should apply to any issue relating to the arbitration, then the law of the state where **You** purchased the **Contract** shall apply, without regards to conflicts of law. The arbitration will occur before a single, neutral arbitrator selected in accordance with the Code in effect at the time the arbitration is commenced. If **Your** total damage claims (not including attorney’s fees) do not exceed \$25,000, then all Claims shall be resolved by the Code’s Procedures for the Resolution of Disputes through Document Submission, except that a Party may ask for a hearing or the arbitrator may decide that a hearing is necessary. If a hearing is held, **You** have a right to attend the arbitration hearing in person, and **You** may choose to have any arbitration hearing held in the county in which **You** live, the closest AAA location to **Your** residence, or via telephone. In the event that the specified arbitration forum is unavailable, the Parties may agree on a substitute arbitration forum. If the Parties cannot agree, a court of competent jurisdiction may appoint a substitute arbitration forum. For information about how to initiate arbitration with the AAA, the Parties may refer to the AAA Code and forms at www.adr.org or call (800) 778-7879. If **You** initiate arbitration with AAA, **You** must pay the AAA filing fee in an amount no greater than the fee **You** would have to pay if **You** filed a complaint in federal court. **We** will pay any remaining Costs of arbitration required by the Code (“Arbitration Costs”); however, if the arbitrator determines that any of **Your** claims are frivolous, **You** shall

bear all of the Arbitration Costs. If **We** initiate arbitration against **You**, **We** will pay the AAA filing fee and the Arbitration Costs. Each party will pay his/her/its own attorney's fees, as well as costs relating to proof and witnesses, regardless of who prevails, unless applicable law and/or the Code gives a party the right to recover any of those fees from the other party. An arbitration award may not be set aside except upon the limited circumstances set forth in the Federal Arbitration Act. An award in arbitration will be enforceable under the Federal Arbitration Act by any court having jurisdiction. The time for commencing an arbitration asserting any Claim shall be determined by reference to the applicable statute(s) of limitations, including the applicable rules governing the commencement of the limitations period, and a Claim in arbitration is barred to the same extent it would be barred if it were asserted in court of law or equity rather than in arbitration.

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

OPT-OUT PROVISION. YOU SHALL HAVE THE RIGHT TO OPT OUT OF THIS ARBITRATION CONTRACT AND CLASS ACTION WAIVER BY PROVIDING WRITTEN NOTICE OF YOUR INTENTION TO DO SO TO US WITHIN THIRTY (30) DAYS OF THE PURCHASE OF THIS CONTRACT (THE DATE OF PURCHASE BEING INDICATED ON YOUR SALES ORDER AND RECEIPT FROM THE SELLING RETAILER). To opt out, **You** must send written notice to 2973 Harbor Blvd., Suite 240, Costa Mesa, CA 92626. **You** must include in **Your** opt out notice: (a) **Your** name and address; (b) the date **You** purchased **Your Contract**; and (c) the **Seller**. If **You** properly and timely opt out, then all Claims will be resolved in court rather than arbitration.

LIMITED APPLICABILITY OF THE FEDERAL MAGNUSON MOSS WARRANTY ACT:

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

INSURANCE STATEMENT:

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

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

In New York, the Obligor is insured under an insurance policy issued by Blue Ridge Indemnity Company, 10151 Deerwood Park Blvd., Bldg. 100, Ste. 500, Jacksonville, FL 32256, Tel: (800) 888-2738.

In Rhode Island, the Obligor is insured under an insurance policy issued by Atlantic Specialty Insurance Company, 605 North Highway 169, Suite 800, Plymouth, MN 55441, Tel: (800) 888-2738.

If the Obligor fails to provide service or pay a claim within sixty (60) days after you provide proof of loss covered by this Contract, or if the obligor becomes insolvent or ceases to conduct business during the term of this Contract, You may submit Your claim directly to the applicable insurer at the above address for consideration.

STATE DISCLOSURES:

ALABAMA: The CANCELLATION section is amended as follows: If **You** are the original **Contract Holder** and **You** cancel this **Contract** within thirty (30) days of the original **Contract Purchase Date**, a ten percent (10%) penalty per month shall be added to a refund that is not made within forty-five (45) days of this **Contract to Us**. After the first thirty (30) days, **You** will receive a pro-rated refund based upon term or mileage, whichever is greater. The refund will be based upon the unearned amount paid for this Service **Contract**, less any approved claim amounts. A twenty-five dollar (\$25.00) cancellation fee will apply. The lienholder, if any, will be named on a cancellation refund check as their interest may appear. In the event **We** cancel the **Contract**, **We** will mail a written notice to **You** at **Your** last known address at least five (5) days prior to cancellation with the effective date for the cancellation and the reason for cancellation. **We** are not required to mail **You** written notice if the reason for cancellation is nonpayment of the Provider fee or a material misrepresentation by **You** to the Provider relating to the covered property or its use. If **We** cancel, refunds will be calculated according to the Pro-Rata method and no administration fee will be charged.

ALASKA: CANCELLATION section is amended as follows: **We** will retain a cancellation fee of seven and one-half percent (7.5%) of the unearned pro rata **Contract Purchase Price**, not to exceed twenty-five dollars (\$25); to be based on the days in force, as related to **Your Contract's Term**. The cancellation fee is only applicable if **You** cancel the **Contract** after (30) days from the **Contract Purchase Date**. If this **Contract** is cancelled, **We** shall refund or credit to **You** the prorated amount of the unearned **Contract Purchase Price**, less any claims paid, within forty-five (45) days after the return of this **Contract to Us**. A ten percent (10%) penalty per month shall be added to a refund that is not paid or credited to **You** within forty-five (45) days after return of the **Contract** to the provider, regardless of who initiated the cancellation. If **We** cancel the **Contract**, written notice of such cancellation will be mailed to **You** at least five (5) days before cancellation by **Us**. The notice shall state the effective date of the cancellation and the reason for cancellation. Prior notice is not required if the reason for cancellation is nonpayment of the provider fee or fraud or a material misrepresentation by **You** in obtaining this **Contract** or by **You** in pursuing a claim under the **Contract**. The time limit claims reporting requirement for all coverage and their corresponding exclusions, are not applicable; thereby all references to such requirements are deleted in their entirety. The ARBITRATION section is deleted in its entirety and replaced with: If **You** and the Administrator/Obligor fail to agree on the amount of a covered first party loss, either may make written demand upon the other to submit the dispute for appraisal. Within ten (10) days of the written demand, each party must notify the other of the appraiser each has selected. The two appraisers will promptly choose a competent and impartial umpire. Not later than fifteen (15) days after the umpire has been chosen, unless the time period is extended by the umpire, each appraiser will separately state, in writing, the amount of the loss. If the appraisers submit a written report of **Contract** on the amount of the loss, the agreed amount will be binding. If the appraisers fail to agree, the appraisers will promptly submit their differences to the umpire. A decision agreed to by one of the appraisers and the umpire will be binding. All expenses and fees, not including counsel or adjuster fees, incurred because of the appraisal shall be paid, as determined by the umpire. Except as specifically provided, nothing in this section is intended to or shall in any manner limit or restrict **Your** rights or the rights of the Administrator/Obligor. **INSURANCE STATEMENT** section is amended as follows: If the Obligor fails to provide service or pay a claim within thirty (30) days after you provide proof of loss covered by this Contract, or if the obligor becomes insolvent or ceases to conduct business during the term of this Contract, You may submit Your claim directly to the applicable insurer at the above address for consideration. **IF YOUR VEHICLE INCURS A BREAKDOWN** section is amended as follows: If prior authorization cannot be obtained during the Administrator's normal business hours and the cost of repair is \$350 or less, You must contact the Administrator the first business day following the repair. **ADMINISTRATORS RESPONSIBILITIES**

AND COVERAGE DISPUTES section is amended as follows: If you dispute our determination of coverage, you must notify us in writing of such dispute, and your reasons for the dispute. Any actions or claims arising from this Service Contract or actions taken by Us under the terms and conditions of this Service Contract shall be filed in the County in which You reside. GENERAL PROVISIONS, OTHER COVERAGES section is amended as follows: In the event a repair is subject to the manufacturer's warranty, the manufacturer's warranty shall supersede any and all obligations under this Service Contract.

ARKANSAS: Obligations of the provider under this service contract are guaranteed under a service contract reimbursement insurance policy. If the provider fails to pay or provide service on a claim within sixty (60) days after proof of loss has been filed, the service contract holder is entitled to make a claim directly against the insurance company. In Arkansas, arbitration is voluntary and non-binding.

ARIZONA: Nothing in this section prevents, limits, or waives **Your** rights to file a complaint against **Us**, or to seek remedy available there to, with the Arizona Department of Insurance. CANCELLATION section is amended as follows: A twenty-five-dollar (\$25) cancellation fee is applicable. **You** may cancel this **Contract** by submitting a written request to the **Dealer/Seller** containing a copy of **Your Contract** and the current mileage on **Your Vehicle**. During the first thirty (30) days from the Contract Purchase Date, **We** or the **Dealer/Seller** will refund **You** one hundred percent (100%) of the Contract Purchase Price with no deductions for any claims or pending claims. After the first thirty (30) days from the Contract Purchase Date, **We** or the **Dealer/Seller** will refund **You** a pro-rated amount of the Contract Purchase Price, based on the months remaining, less a twenty-five-dollar (\$25) cancellation fee or no more than 10% of the gross amount paid by **You** for this **Contract**. **We** may not cancel or void this **Contract** or any provisions of this **Contract** due to (1) **Our** acts or omissions in failing to provide correct information or to perform services or repairs in a timely, competent, and workman like manner, (2) A **Mechanical Breakdown** that existed prior to the Contract Purchase Date, (3) prior use or unlawful acts relating to the covered **Vehicle**, (4) **Our** misrepresentation, and (5) ineligibility of the **Vehicle** for coverage. **Pre-Existing Condition(s) are not excluded, if such conditions were known or should have been known by Us or Dealer/Seller selling the Contract on Our behalf.**

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

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 the insurance company is: (insert name and address).

If you are not satisfied with the insurance company's response, you may contact the California Department of Insurance at 1-800-927-4357 or access the department's Internet Web site (www.insurance.ca.gov)

COLORADO: Obligations of the provider under this service contract are guaranteed under a service contract reimbursement insurance policy. If the provider fails to pay or provide service on a claim within sixty (60) days after proof of loss has been filed, the service contract holder is entitled to make a claim directly against the insurance company.

CONNECTICUT: Unresolved complaints may be addressed to the State of Connecticut, Insurance Department, P.O. Box 816, Hartford, CT 06142-0816, Attention: Consumer Affairs. If the warranty period is less than one (1) year, the coverage is automatically extended if the product is being repaired when the warranty expires. CANCELLATION section is amended as follows: **You** may cancel this **Contract** at any time for any reason by submitting a written request to the **Dealer/Seller** containing a copy of **Your Contract**. **You** may cancel this **Contract** if the **Vehicle** is returned, sold, lost, stolen, or destroyed. If **You** have filed a claim under this **Contract** and the **Obligor** fails to pay or provide service within sixty (60) days of filing such a claim, or if the **Obligor** becomes insolvent or otherwise financially impaired, **You** may submit **Your** claim in writing with a copy of this **Contract** and the sales receipt for the product to Lyndon Southern Insurance Company at 10151 Deerwood Park Blvd., Bldg. 100, Suite. 500, Jacksonville, FL 32256 or by calling (800) 888-2738.

FLORIDA: CANCELLATION section is deleted in its entirety and replaced with the following: **You** may cancel this **Contract** by submitting a written request to the **Dealer/Seller** containing a copy of **Your Contract**. During the first sixty (60) days from the **Contract** Purchase Date, **We** or the **Dealer/Seller** will refund **You** one hundred percent (100%) of the **Contract** Purchase Price, less any claims paid on **Your Contract**. After the first sixty (60) days from the **Contract** Purchase Date, **We** or the **Dealer/Seller** will refund **You** a pro-rated amount of the **Contract** Purchase Price, based on the months remaining, less a fifty dollar (\$50) cancellation fee or five percent (5%) of the gross premium paid by **You**, whichever is less.

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

GEORGIA: ARBITRATION does not apply in Georgia.

Any action or claims arising from this **Contract** or actions taken by Us under the terms and conditions of this **Contract** shall be filed in the contract holder's county of residence.

CANCELLATION section is deleted in its entirety and replaced with the following: **We** may not cancel this **Contract** except for material misrepresentation or fraud at time of sale or non-payment of **Contract** Purchase Price. If **We** cancel this **Contract**, **We** or the **Dealer/Seller** will refund **You** one hundred percent (100%) of the **Contract** Purchase Price. Written notice of cancellation will be mailed to **You** at least ten (10) days prior to the cancellation of this **Contract** for non-payment of the **Contract** Purchase Price. At least thirty (30) days written notice of cancellation will be mailed to **You** for all other reasons. Cancellation will comply with Section 33-24-44 of the Georgia Code. Cancellation fee is not applicable. **You** may cancel this **Contract** at any time. If **You** cancel this **Contract** within the first thirty (30) days and no claims have been filed, **We** will refund the entire **Contract** Purchase Price. If this **Contract** is cancelled after the first thirty (30) days or a claim has been filed, **We** will refund the amount of the **Contract** 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 **Contract** is cancelled by **You**. If **Your Contract** 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 **Contract**. The lienholder, if any, will be named on a cancellation refund check as their interest may appear.

Under the section entitled "IF YOUR VEHICLE INCURS A BREAKDOWN", item 2.A. is deleted and replaced with the following:

2. The repair facility **must** do the following **prior** to initiating any repairs:

A. Obtain Your authorization to diagnose the cause of Breakdown and cost of the repair. It is Your responsibility to ensure the cause of the Breakdown is properly diagnosed.

In addition, the Administrator will determine if an inspection and/or tear-down is necessary to confirm the cause of the Breakdown and if it is covered under the terms of this Service Contract. The Administrator will also determine the extent of the tear-down that is necessary. "Necessary" shall be deemed to be the point where the damage is visible or determinable. You are responsible for authorizing the repair facility to complete the tear-down. The reasonable cost of the authorized tear-down will only be paid by the Administrator if the claim is approved. It is Your responsibility to pay for the cost of diagnosis if the claim is not approved.

WHAT IS NOT COVERED,

Items 5., 11., 12., 14., and 18. are amended as follows:

5. Sludging is deleted in its entirety.

11. Any Breakdown caused by carbon or carbon build-up.

12. Is deleted in its entirety and replaced with the following: Your odometer must function and display at all times. A non-working display or cluster containing the odometer, or odometer that, while owned by You, has been stopped, altered or misrepresents the actual mileage will result in denial of coverage under this Contract.

14. Any Breakdown or condition that: already existed when You purchased Your Service Contract and was known to YOU; occurred before You purchased Your Service Contract; or occurs during the Validation Period.

18. First sentence is amended to read: Breakdowns caused by any alterations which have been made to Your Vehicle by Your or with Your knowledge and are not factory installed.

INELIGIBLE VEHICLES, Item 5., second sentence is amended as follows: Vehicles modified from manufacturer's specifications by You or with Your knowledge.

IDAHO: Coverage afforded under this **Contract** 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 **Contract** Purchase Price or fifty dollars (\$50).

INDIANA: **Your** proof of payment to the **Dealer/Seller** for this **Contract** shall be considered proof of payment to **Us**, which guarantees **Our** obligations to **You**, providing such insurance was in effect at the time **You** purchased this **Contract**. This **Contract** is not insurance and is not subject to Indiana insurance law. Obligations of the provider under this service contract are guaranteed under a service contract reimbursement insurance policy. If the provider fails to pay or provide service on a claim within sixty (60) days after proof of loss has been filed, the service contract holder is entitled to make a claim directly against the insurance company.

IOWA: Iowa residents only may contact the Iowa Insurance Commissioner at the following address: Iowa Insurance Division, Two Ruan Center, 601 Locust Street, 4th Floor, Des Moines, Iowa 50309-3738 (515) 281-5705. CANCELLATION section is amended as follows: 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 **Contract** to **Us**. If **We** cancel the **Contract**, written notice of such cancellation will be mailed to **You** within fifteen (15) days of the date of cancellation. Obligations of the provider under this service contract are guaranteed under a service contract reimbursement insurance policy. If the provider fails to pay or provide service on a claim within sixty (60) days after proof of loss has been filed, the service contract holder is entitled to make a claim directly against the insurance company.

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

LOUISIANA: CANCELLATION section is amended as follows: After thirty (30) days, **We** cannot cancel this **Contract** except: (1) If there has been a material misrepresentation or fraud at the time of sale of the **Contract**;

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

MARYLAND: CANCELLATION section is amended as follows: If **You** are the original **Contract** Holder and **You** cancel this **Contract** within thirty (30) days of the original **Contract** 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 **Contract** to **Us**.

After forty-five (45) days, **We** cannot cancel this **Contract** except:

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

A service contract is extended automatically when the provider fails to perform the services under the **Contract**. The **Contract** does not terminate until the services are provided in accordance with the terms of the **Contract**.

DEFINITIONS, “BREAKDOWN, MECHANICAL BREAKDOWN, MECHANICAL FAILURE is amended as follows: Refers to a failure due to defects in materials, workmanship or normal wear and tear of a Covered Part to perform the function for which it was designed by its manufacturer. A Breakdown does not include failure due to sludging or gelling conditions, or loss not specially listed as covered, and any failure listed in What Is Not Covered.

WHAT IS NOT COVERED section is amended to delete “normal wear and tear” in its entirety.

IF YOUR VEHICLE INCURS A BREAKDOWN, section 2., A. is amended as follows: It is Your responsibility to pay for the cost of diagnosis. The cost of the teardown and diagnosing the malfunction or defect will be paid by the Obligor for any covered losses.

REFUND section is amended as follows: If **You** cancel this contract within (20) twenty days after the date of Purchase, and a claim has not been made prior to cancellation, **We** will refund **You** for the full refund amount due, including the Seller’s portion, in the event that the Seller doesn’t refund their amount.

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

MAINE: If the provider fails to pay or provide service on a claim, including any claim for the return of the unearned portion of the provider fee, within 60 days after proof of loss has been filed, the contract holder is entitled to make a claim directly against the insurance company.

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

MINNESOTA: CANCELLATION section is amended as follows: A ten percent (10%) penalty per month must be added to a refund that is not paid or credited within forty-five (45) days after return of the **Contract** to the provider. If **We** cancel the **Contract**, written notice of such cancellation will be mailed to **You** within

fifteen (15) days of the date of cancellation and will state the effective date and the reason for cancellation; five (5) days written notice will be mailed to **You** for non-payment of premium, material misrepresentation or substantial breach of duties by **You**.

MISSISSIPPI:

CANCELLATION section is amended as follows: If **We** cancel the **Contract**, **We** shall refund **You** one hundred percent (100%) of the **Contract** Purchase Price, less the amount of any claims paid. Written notice of such cancellation will be mailed to **You** not less than thirty (30) days prior to the effective date of such cancellation and will state the reason for cancellation; ten (10) days written notice will be mailed to **You** for non-payment of premium. Cancellation by the **Us** shall only occur in instances of non-payment of the provider fee, a material misrepresentation by the **Contract** Holder to **Us**, or a substantial breach of duties by the **Contract** Holder relating to the covered product or its use. A ten percent (10%) penalty per month shall be added to a refund that is not paid or credited to **You** within forty-five (45) days after return of the **Contract** to the provider, regardless of who initiated the cancellation. If the **Contract** is cancelled after thirty (30) days, or if a claim has been made against this **Contract**, the cancellation fee is applicable not to exceed, ten percent (10%) of the **Contract** Purchase Price.

This **Contract** is not supported by a manufacturer or distributor.

IMPORTANT NOTICE ABOUT YOUR COVERAGE:

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

You may contact Our toll free assistance line at (844) 870- 4881.

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

Obligations of the provider under this service contract are guaranteed under a service contract reimbursement insurance policy. If the provider fails to pay or provide service on a claim within sixty (60) days after proof of loss has been filed, the service contract holder is entitled to make a claim directly against the insurance company.

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

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

NEVADA: ARBITRATION does not apply in Nevada. CANCELLATION section is deleted in its entirety and replaced with the following: **You** may cancel this **Contract** by submitting a written request to the **Dealer/Seller** containing a copy of **Your Contract** and the current mileage on **Your Vehicle**. During the first thirty (30) days from the **Contract** Purchase Date, **We** or the **Dealer/Seller** will refund **You** one hundred percent (100%) of the **Contract** Purchase Price. After the first thirty (30) days from the **Contract** Purchase Date, **We** will refund **You** a pro-rated amount of the **Contract** Purchase Price, less a twenty-five dollar (\$25) cancellation fee, within forty-five (45) days after the **Contract** has been returned to **Us**. A ten percent (10%) penalty per month shall be added to a refund that is not made within forty-five (45) days of return of this **Contract** to **Us**. **We** may cancel this **Contract** during the first thirty (30) days of the **Contract** Purchase Date for any reason. After thirty (30) days, **We** may cancel this **Contract** for material misrepresentation or fraud by **You** at time of sale or non-payment of **Contract** Purchase Price by **You**. If **We** cancel this **Contract**, **We** or the **Dealer/Seller** will refund **You** one hundred percent (100%) of the **Contract** Purchase Price. No claims paid on **Your Contract** will ever be deducted from any refund issued pursuant to this **Contract** in

Nevada. If **We** cancel this **Contract**, no cancellation will become effective until at least fifteen (15) days after the notice of cancellation is mailed to **You**. If **Your Contract** 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 **Contract**. In either case, no cancellation will become effective until at least fifteen (15) days after the notice of cancellation is mailed to **You**. This **Contract** is non-renewable. This **Contract** will not be initially issued to any vehicle whose original warranty has ever been voided by the manufacturer. However, if this **Contract** has already been issued and the manufacturer's warranty becomes void during the term of this **Contract**, **We** will not automatically suspend all coverage. **We** will not provide any coverage that would have otherwise been provided under the manufacturer's warranty. However, **We** will continue to provide any other coverage under this **Contract**, unless such coverage is otherwise excluded by the terms of this **Contract**. If **You** are not satisfied with the manner in which **We** are handling the claim on the **Contract**, **You** may contact the Nevada Commissioner by use of the toll-free telephone number: (888) 872-3234.

This Service Contract may be subject to a Validation Period of time and mileage from the Service Contract Purchase Date (SCPD), as shown on the Registration Page. The length of the Validation Period, if applicable, is listed on the Registration Page of this Contract. There is no coverage during the Validation Period. Coverage will commence upon the expiration of the Validation Period. If the Validation Period applies, the additional time and mileage contained in the Validation Period will be added to the plan's duration.

CANCELLATION AND TRANSFER OF THIS CONTRACT: section amended as follows: If **You** choose to apply for transfer of the **Contract** to the new owner the transfer request must be made in writing within thirty (30) days from the date of sale to a private party (non-commercial party) and include the following: (1) A check for a twenty-five dollars (\$25) transfer fee; (2) A copy of the Application Page of this **Contract**; (3) A signed affidavit stating the date of sale, the mileage at sale and the new owner's name, address and telephone number.

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

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

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

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

service required under the **Contract**:

- a. An act or omission by **You**; or b. **Your** violation of any condition of the **Contract**.

The right to void this **Contract** is not transferable and applies to only the original **Contract** holder. If **We** cancel the **Contract**, notice of such cancellation will be delivered to **You** by registered mail fifteen (15) days prior to cancellation. The notice of cancellation will state the reason for cancellation and will include any reimbursement required. The cancellation will be effective as of the date of termination as stated in the notice of cancellation. A ten percent (10%) penalty per month shall be added to a refund that is not made within thirty (30) days of return of this **Contract** to **Us**. The cancellation fee does not apply in New Mexico. If **You** have any concerns regarding the handling of **Your** claim, **You** may contact the Office of Superintendent of Insurance at 855-427-5674.

NEW YORK: CANCELLATION section is amended as follows: If this **Contract** is originally delivered to **You** by mail, **You** may cancel this **Contract** within thirty (30) days after the **Contract** was mailed to **You** and receive a full refund of the **Contract** Purchase Price provided no claim has been made under the **Contract**. If

a full refund is due to **You** under this **Contract**, a ten percent (10%) penalty per month will be added to the refund if it is not made within thirty (30) days of return of the **Contract** to **Us**.

Obligations of the provider under this service contract are guaranteed under a service contract reimbursement insurance policy. If the provider fails to pay or provide service on a claim within sixty (60) days after proof of loss has been filed, the service contract holder is entitled to make a claim directly against the insurance company.

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 **Contract** for non-payment of premium or for a direct violation of the **Contract** by **You**.

OHIO: This **Contract** is not an insurance policy and is not subject to the insurance laws of this state. In the event **You** cancel the **Contract** as stated in the CANCELLATION section and no refund is received, **You** may contact Lyndon Southern Insurance Company directly for **Your** refund.

Obligations of the provider under this service contract are guaranteed under a service contract reimbursement insurance policy. If the provider fails to pay or provide service on a claim within sixty (60) days after proof of loss has been filed, the service contract holder is entitled to make a claim directly against the insurance company.

OKLAHOMA: Oklahoma service warranty statutes do not apply to commercial use references in service warranty contracts. Coverage afforded under this **Contract** is not guaranteed by the Oklahoma Insurance Guaranty Association. For towing service, contact **Auto Knight Motor Club, Inc. at (844) 870-4881 or 10151 Deerwood Park Blvd., Bldg. 100, Ste. 500, Jacksonville, FL 32256.**

CANCELLATION section is deleted in its entirety and replaced with the following: **You** may cancel this **Contract** by submitting a written request to the **Dealer/Seller** containing a copy of **Your Contract**. If **You** cancel during the first thirty (30) days from the **Contract** Purchase Date, and no claim has been authorized or paid, **We** or the **Dealer/Seller** will refund **You** one hundred percent (100%) of the **Contract** Purchase Price. After the first thirty (30) days from the **Contract** Purchase Date, or if a claim was made within the first thirty (30) days, **We** or the **Dealer/Seller** shall provide a refund of ninety percent (90%) of the unearned pro rata premium, less the cost of service provided under this **Contract**. **We** may cancel this **Contract** during the first thirty (30) days of the **Contract** Purchase Date for any reason. After thirty (30) days, **We** may cancel this **Contract** for material misrepresentation or fraud at time of sale or for non-payment of **Contract** Purchase Price. If **We** cancel this **Contract**, **We** or the **Dealer/Seller** will refund **You** one hundred percent (100%) of the **Contract** Purchase Price, less the cost of service provided under this **Contract**. If **Your Contract** 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 **Contract**.

ARBITRATION section is amended as follows: While arbitration is mandatory, the outcome of any arbitration shall be non-binding on the parties, and either party shall, following arbitration, have the right to reject the arbitration award and bring suit in a district court of Oklahoma.

OREGON: ARBITRATION does not apply in Oregon. All references to “We, Us, Our” and “Provider” shall also include “Obligor.”

SOUTH CAROLINA: If **You** have any questions regarding this **Contract**, 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 **Contract** to **Us**. The lienholder, if any, will be named on a cancellation refund check as their interest may appear.

TEXAS: If **You** have any questions regarding the regulation of this **Contract** 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 **Contract** to **Us**. If a covered claim is not paid within forty-five (45) days after **You** have filed proof of loss with **Us**, **You** may file a claim directly with Lyndon Southern Insurance Company. If **We** cancel this **Contract** for any reason other than non-payment of the **Contract** Purchase Price or material misrepresentation by **You** to **Us**, **We** shall mail a written notice of cancellation to **You** at the last known address before the fifth day preceding the effective date of cancellation. The notice will state the effective date of cancellation and the reason for cancellation.

UTAH: Coverage afforded under this **Contract** is not guaranteed by the Utah Property and Casualty Guaranty Association. This **Contract** 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 **Contract** within the time specified in this **Contract**, 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: If **We** cancel this **Contract**, **We** will provide written notice of cancellation, including the actual reason for the cancellation, to the last known mailing address at least:

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

We may cancel this **Contract** for any reason within (90) days of the **Contract Purchase Date** for the following:

1. Material misrepresentation;
2. Substantial change in risk; or
3. Substantial breaches of contractual duties

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

INSURANCE STATEMENT is amended as follows: In the event the Obligor fails to pay any authorized claim within sixty (60) days after proof of loss has been filed, **You** may file a direct claim with Lyndon Southern Insurance Company. For claims service, call (877) 252-8036.

The following change applies to the section entitled "If Your Vehicle Incurs a Breakdown": If prior authorization cannot be obtained during the Administrator's normal business hours and a claim for repairs has not already been initiated on **Your** behalf, the Administrator will waive the pre-authorization requirement; however the Administrator **must** still be contacted the first business day following the repair. Such unauthorized repair claims will be reviewed subject to Administrator's adjudication process.

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

WASHINGTON: All references to Administrator throughout this **Contract** are replaced with **Service Provider**. CANCELLATION section is deleted in its entirety and replaced with the following: **You** may cancel this **Contract** by submitting a written request to the **Dealer/Seller** stating the date upon which the cancellation is effective, and containing a copy of **Your Contract**. During the first thirty (30) days from the **Contract Purchase Date**, **We** or the **Dealer/Seller** will refund **You** 100% of the **Contract Purchase Price**, less any claims paid on **Your Contract**. After the first thirty (30) days from the **Contract Purchase Date**, **We** or the **Dealer/Seller** will refund **You** a pro-rated amount of the **Contract Purchase Price**, based on the months remaining, less a twenty-five dollar (\$25) cancellation fee. If **You** are the original **Contract Holder**, 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 **Contract** to **Us**. **We** may cancel this **Contract** during the first thirty (30) days for the **Contract Purchase Date** for any reason. After thirty (30) days, **We** may cancel this **Contract** non-payment of **Contract Purchase Price** by the **Dealer/Seller** to **Us**, or for material misrepresentation or fraud at time of sale. If **We** cancel this **Contract**, **We** or the **Dealer/Seller** will refund **You** 100% of the **Contract Purchase Price**. If **We** cancel this **Contract**, **We** shall mail written notice to **You** at **Your** last known address no less than twenty-one (21) days prior to the effective date of the cancellation. The notice shall state the effective date and the reason for cancellation. If **We** have notice of a lender and a Discharge of Lien is not provided, any refund will be issued to the lender. If **Your Vehicle** is repossessed, stolen or declared a total loss, **You** authorize the lender on the Declarations Page to cancel this **Contract**. If cancelled, the **Contract** will not be reinstated.

ARBITRATION section is amended to add the following: The Insurance Commissioner of Washington is the Service Provider's attorney to receive service of process in any action, suit or proceeding in any court, and the state of Washington has jurisdiction of any civil action in connection with this **Contract**. Arbitration proceedings shall be held at a location in closest proximity to the service **Contract** holder's permanent residence. **You** may file a direct claim with the Lyndon Southern Insurance Company at any time. **Our** obligations under this **Contract** are insured under insurance policy number AKMC-WA issued by Lyndon Southern Insurance Company, 10151 Deerwood Park Blvd., Bldg. 100, Suite. 500, Jacksonville, FL 32256, Tel: (800) 888-2738. In

the event **We** fail to pay an authorized claim within sixty (60) days after proof of loss has been filed, You may file a direct claim with Lyndon Southern Insurance Company. To do so, please call the following toll-free number for instructions: (800) 888-2738.

Terms and Conditions, Contract Holder's Responsibilities section, 2. Vehicle Maintenance and Maintenance Requirements, 2nd paragraph is that reads: "This Service Contract is only valid if Your Vehicle has been maintained in accordance with the manufacturer's specifications" is deleted in its entirety.

If Your Vehicle Incurs A Breakdown section, Item 1 is amended by adding the following: For any emergency repairs needed outside of the Administrator's normal business hours, You may obtain the repair regardless of cost and then contact the Administrator on the next business day at (877) 252-8036.

What is Not Covered, 1. Is amended to include the following: **ANY REPAIR OR REPLACEMENT MADE WITHOUT PRIOR AUTHORIZATION FROM THE ADMINISTRATOR TO THE REPAIR FACILITY, EXCEPT FOR EMERGENCY REPAIRS NEEDED OUTSIDE OF THE ADMINISTRATOR'S NORMAL BUSINESS HOURS.**

WEST VIRGINIA: The cancellation fee does not apply in West Virginia. **ARBITRATION** section is amended as follows: If both parties agree to arbitrate, each party will select an arbitrator. The two arbitrators will select a third arbitrator. If they cannot agree upon the selection of a third arbitrator within thirty (30) days, both parties must request that selection of a third arbitrator be made by a judge of a court having jurisdiction. Local rules of law as to procedure and evidence will apply. Payment of the arbitrator's fee shall be made by Us if coverage is found to exist. If coverage is not found, each party will: (a) pay its chosen arbitrator; and (b) bear the other expenses of the arbitrator equally. Section VIII. Insurance Statement is amended as follows: If a covered **Claim** is not paid within fifteen (15) working days from the agreed upon settlement, **You** may file a **Claim** directly with Lyndon Southern Insurance Company.

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

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

ARBITRATION does not apply in Wisconsin.

Wyoming: The **CANCELLATION** section is amended to add the following: If **You** are the original **Contract** Holder and **You** cancel this **Contract** within thirty (30) days of the original **Contract** Purchase Date, a ten percent (10%) penalty per month shall be added to a refund that is not made within forty-five (45) days of return of this **Contract** to **Us**. If **We** cancel this **Contract**, **We** will provide written notice of cancellation, including the effective date of the cancellation and the actual reason for the cancellation, to the last known mailing address at least: Ten (10) days before the effective date of cancellation if canceled for any reason other than non-payment of the **Contract** Purchase Price; a material misrepresentation by **You** to the provider; or a substantial breach of duties by **You** relating to the covered product or its use. Paragraph 3 of the **REFUND** section is deleted in its

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BEFORE STARTING ANY TEARDOWN OR REPAIRS, YOU MUST CALL CLAIMS AT 1-877-252-8036 FOR AUTHORIZATION AND INSTRUCTIONS

entirety and replaced with the following: In the event a refund is due upon the cancellation of this Service Contract, the Administrator shall remit to the Seller the Provider's respective percentage of the refund due. Seller shall then remit to You the full refund amount due, which shall include both the Provider's and the Seller's respective percentage of the refund due. In the event Administrator or Seller fails to pay any authorized refund, **You** may file a direct claim with the provider. The Service Contract Provider is responsible for all contractual obligations under this **Contract**, including the full amount of any refunds due to **You**.

ARBITRATION does not apply in Wyoming; any actions or claims arising from this Service Contract or actions taken by Us under the terms and conditions of this service contract shall be governed by the laws of the State of Wyoming. Any legal proceedings shall take place in the State of Wyoming.