



Administrative Office: **17875 Von Karmen,  
Suite:150  
Irvine, CA 92614**

**TELEPHONE NUMBER: (844) 299-0885**

## **DIAMOND VEHICLE SERVICE AGREEMENT Used Vehicles Only**

DECLARATION PAGE

SERVICE AGREEMENT NUMBER:

<b>CUSTOMER INFORMATION</b>				
Contract Holder		Telephone Number		Email
Address		City		ST      Zip
<b>VEHICLE INFORMATION</b>				
Year	Make		Model	
Vehicle Identification Number		Current Odometer Reading		Term
Service Agreement Date		Service Agreement Price		Expiration Date
<b>DEALER INFORMATION</b>				
Issuing Dealer		Telephone Number		
Address		City		State      Zip
<b>LIENHOLDER INFORMATION</b>				
Lienholder		Address		City/State      Zip
<b>DEDUCTIBLE</b>		Check all items that apply below		
\$250 Deductible		<input type="checkbox"/> Four Wheel Drive / All-Wheel		
		<input type="checkbox"/> Drive Turbo/Supercharger		
		<input type="checkbox"/> Component Diesel Engine		
		<input type="checkbox"/> Ride Share		
		<input type="checkbox"/> Modification		

### **Customer Acknowledgment**

I agree to purchase this Vehicle Service Contract covering the above-described motor vehicle, which must meet **OUR** underwriting guidelines and is subject to acceptance by the **ADMINISTRATOR**. I agree that the time and mile limits indicated above begin to run from the **CONTRACT** purchase date and any components or parts covered by a manufacturer, supplier, or other warranty are **NOT** covered by this **CONTRACT** until expira-

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tion of the manufacturer, supplier, or other warranty. **I understand that my CONTRACT Term includes any periods of applicable manufacturers' warranties. I acknowledge and understand that the enrollment fee paid is non-refundable per the terms and conditions of this CONTRACT.**

I understand that my **CONTRACT** has been issued in accordance with information contained above and is subject to the terms and conditions stated in this **CONTRACT**, which I have read and received.

I acknowledge that I have read and agree to the **ARBITRATION** provision in section XVI of this **CONTRACT**. YOU further acknowledge that all information given during the sales call and verification call is accurate. Failure to provide accurate information is considered a BREACH of this agreement and will exempt **YOU** from any further claims and refunds.

I understand that prior authorization by the **ADMINISTRATOR** is required on repairs covered by the **CONTRACT**. Call (844) 299.0885 for prior claims authorization. Failure to obtain prior authorization may result in denial of claims.

I further understand that any breakdown, loss, or damage that results from a **PRE-EXISTING** condition is **NOT** covered by this **CONTRACT**. This **CONTRACT** does **NOT** cover vehicles with a **SALVAGED TITLE**.

**I have read and agree to the terms and conditions on each page of this CONTRACT.**

SIGNATURE OF AGREEMENT HOLDER(S)	DATE SIGNED	SIGNATURE OF SALES PERSON

**DEFINITIONS**

- 1. **Actual Cash Value:** The current market value of the vehicle at the time of a claim, taking into account factors like age, mileage, and Wear and Tear.
- 2. **Administrator:** Ox Car Care, Inc., located at 17875 Von Karmen, Suite 150, Irvine, CA 92614, who is responsible for administering this **Agreement**. The Administrator handles all claims, provides prior authorization for covered repairs, and manages customer inquiries related to this **Agreement**. The Administrator can be contacted at (844) 299-0885. The term "Administrator" may also refer to any third party that the Administrator designates to perform its duties under this Agreement.
- 3. **Breakdown:** The sudden and unexpected Failure of a defective covered part or component of the vehicle as supplied by the manufacturer or dealer outside of the allowable tolerances prescribed by the manufacturer.
- 4. **Claim:** A demand by **You** for benefits under this **Service Agreement**. A visit/claim may have more than one covered repair.
- 5. **Commercial Use:** Any vehicle, regardless of registration type, used solely or partially for the generation of income.

6. **Covered Vehicle:** The vehicle that is specifically mentioned and described in the **Declarations Page** provided by **YOU**.
7. **Covered Part/Repair:** Any part, component, or system of the vehicle that is specifically listed and described in the Schedule of Coverages within this **Agreement**. These parts are eligible for repair or replacement in the event of a Break-down, as defined in this **Agreement**, provided that the failure is not excluded under the terms of this **Agreement**.
8. **Declaration Page:** The numbered document executed by **You** which must be attached to this **Service Agreement**. It lists information regarding the vehicle to be covered, **Service Agreement** terms and conditions, and other vital information.
9. **Deductible:** The amount **You** are required to pay, as shown on the **Declaration Page**, toward the total cost for the repair or replacement of **Covered Parts** per visit/claim made.
10. **Elimination Period:** The initial time frame and mileage limit following the start date of this **Agreement** during which no **Claims** for coverage will be accepted. The specific duration and mileage of the **Elimination Period** are outlined in the Agreement and must both be exceeded before any benefits under this **Agreement** can be claimed.
11. **Failure:** means the inability of an original or replacement part covered by this **Agreement** to function in normal service.
12. **In-Service Date:** The date on which the vehicle was first purchased by the original owner, if known. When the **In-Service Date** is not known, it shall be July 1 of the vehicle model year.
13. **Modification** (with paid surcharge): Any alteration to the manufacturer's original equipment that, alters ride height, increases engine performance, increases fuel efficiency, alters emissions controls, or affects the vehicles intake or exhaust.
14. **Obligor (We, Us, Our, Provider):** Ox Car Care, Inc., located at 17875 Von Karmen, Suite 150, Irvine, CA 92614, Tel: (844) 299-0885, who assumes all duties, rights, and responsibilities to ensure fulfillment of the contract terms, including payment of valid claims and handling of customer service inquiries.
15. **Plan:** Refers to the **Plan** and term selected by **You** as shown on the **Declaration Page** of this **Service Agreement**.
16. **Pre-existing Condition:** Any defect, damage, or mechanical issue affecting the **Covered Vehicle** that were present before **Your** Policy's effective date or prior to **Your** acquisition of the vehicle, whether or not such condition was known or apparent. **Pre-existing Conditions** are not covered by this **Agreement**.
17. **Repair Facility:** A licensed **Repair Facility** (licensed as a retail merchant to perform mechanical repairs) authorized by the **Administrator** to perform repair services under this **Service Agreement**.
18. **Ride Share** (with paid surcharge): )- A privately owned vehicle that is actively being used to provide transportation services through ride-sharing platforms such as in Uber, Lyft, or any other similar services where the owner/operator receives

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compensation for transporting passengers. It is Your responsibility to inform **Administrator** if the vehicle is being used for ride-sharing purposes.

19. **Road Hazard:** means any foreign object accidentally driven over on a public highway or road.
20. **Schedule of Coverages:** A part to this **Agreement** that outlines the coverage of the **Plan** selected by **You** as shown on the **Declaration Page** of this **Agreement** and lists the **Covered Part(s)**.
21. **Service Agreement (the "Agreement"):** This **Agreement**, which You have purchased for the vehicle described on the **Declaration Page**.
22. **Service Agreement Date:** The date as listed on the **Declarations Page**.
23. **Tow Vehicle:** A vehicle that is in the process of being towed.
24. **Wear and Tear:** The gradual reduction of operating performance.
25. **Wear and Tear: Coverage** will be extended to all **Covered Parts** and components that suffered a **Breakdown** as a result of "**Wear**" and/or "**Tear**" unless otherwise listed under the **Exclusions** section of this **Agreement**.
26. **You, I, Your - The Agreement Contract Holder** shown on the **Declaration Page** or the person to whom the **Agreement** was properly transferred.

## **GENERAL PROVISIONS**

### **NATURE OF AGREEMENT:**

This is a Vehicle Service Contract between the "Purchaser" (**YOU**) and the "**Obligor**" Ox Car Care, Inc., 17875 Von Karmen, Suite 150, Irvine, CA 92614. You agree and understand that this Contract is **NOT A POLICY OF INSURANCE**.

### **ENTIRE AGREEMENT:**

This Agreement, including the terms, conditions, limitations, exceptions, definitions, exclusions, and the Declarations Section, together with endorsements, if any, constitute the entire Agreement. No one other than the parties hereto, by mutual agreement, may change this Agreement or waive any of its provisions. This Agreement only provides benefits to **YOU** and only as expressly stated herein. This Policy gives **YOU** specific rights. **YOU** may have other rights, which may vary from state to state. Please see the sections in this Policy that reference state-specific information.

This Policy covers mechanical breakdown and is for **YOUR** sole benefit and applies only with respect to the Covered Vehicle. This Policy shall be invalidated if there has been an inaccuracy, tampering or alteration to the odometer mileage of the Covered Vehicle so that the Covered Vehicle's true and actual mileage is not shown on the odometer or cannot be determined. If the odometer becomes inoperable during the term of this Agreement, **YOU** must immediately notify the **ADMINISTRATOR** and

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within fifteen (15) days of the odometer becoming inoperable, provide documentation proving that the odometer has been repaired.

This Policy does not provide any benefit or payment of any kind not expressly stated herein; for any implied warranty (including for merchantability, fitness for particular purpose, or fitness for use); for any fines, penalties, attorneys' fees, or indirect, consequential, or punitive damages or losses of any kind; for any bodily injury or property damage resulting from a defective product; or where it would be a violation of applicable law or regulation to provide such benefit or payment.

This Policy has an **Elimination Period** of 30 days AND 1,000 miles measured from the Policy Purchase Date and the Current Odometer Reading. A Covered Repair is subject to the Deductible indicated on the Declaration Page. The Deductible does not apply to 24-Hour Roadside Assistance Services, and/or Rental Car/ Substitute Transportation coverage(s).

**ELIMINATION PERIOD**

The **Elimination Period** is measured from the **Agreement Date** and the Current Odometer Reading as of the **Agreement Date** on the **Application** page and is as follows: 30 days AND 1,000 miles. The Elimination Period runs concurrently with the Term of the **Agreement**. Until both the time period **AND** the number of miles have elapsed, your Covered Vehicle is still in the Elimination Period. Failure of a covered part during the Elimination Period is not covered by this Agreement and is considered a **PRE-EXISTING** condition.

**DEDUCTIBLE**

A covered **BREAKDOWN** coverage is subject to the applicable deductible for each repair visit. However, the deductible does not apply to towing and/or rental car/substitute transportation coverage(s).

**LIMIT(S) OF LIABILITY/COVERAGE OF ALL REPLACEMENT PARTS**

**The maximum liability of aggregate per any claim is \$7,500.00 or the Actual Cash Value of the vehicle, whichever is less.** However, the total of all benefits paid or payable under this **Service Agreement** and limits of liability thereunder shall not exceed the Actual Cash Value of the vehicle. Replacement of parts and in particular certain automotive units, such as engines, transmissions, differential assemblies, and other components, may be by the use of other than new parts. Any such parts will be covered under the terms and conditions for the remaining term and/or mileage of this **Agreement** as shown on the **Declaration Page** hereof.

***LIMITATION OF LIABILITY: THIS AGREEMENT SETS OUT THE FULL EXTENT OF OUR RESPONSIBILITIES. NEITHER THE OBLIGOR NOR THE PROGRAM ADMINISTRATOR SHALL BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, LOSS OF INCOME, BUSINESS INTERRUPTION, EXPENSES ARISING OUT OF THIRD PARTY CLAIMS, LOSS OF USE OF THE VEHICLE, INCONVENIENCE, OR ANY OTHER LOSS), WHETHER OR NOT CAUSED BY OR RESULTING FROM BREACH OF AGREEMENT, NEGLIGENCE, OR OTHER WRONGFUL ACT OR OMISSION, EVEN IF IT HAS BEEN AD-***

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VOID OF THE POSSIBILITY OF SUCH DAMAGES. NEITHER THE OBLIGOR NOR THE PROGRAM ADMINISTRATOR AUTHORIZE ANY PERSON, ENTITY OR DEALER TO CREATE FOR THEM ANY OTHER OBLIGATION OR LIABILITY IN CONNECTION WITH THIS PRODUCT.

## **COVERED VEHICLE PARTS**

**Gasoline/Diesel Engine:** All internal lubricated parts including: pistons, piston rings and pins, crankshaft and main bearings, connecting rods and rod bearings, camshaft and bearings, pushrods, rocker arms and followers, timing belt/chain and gears, valves, valve springs, seats and guides, lifters, oil pump, manifolds, flywheel, ring gear, flex plate, core plugs, harmonic balancer and bolt, valve covers, timing cover, oil pan, vacuum pump, engine mounts. Also covered are turbocharger/supercharger housing, all internal parts, and the waste gate. The engine block and cylinder head are covered only if damaged by an internal lubricated part.

**Rotary Engine:** All parts listed above for gas/diesel engine plus rotors, rotor seals eccentric shaft and bearings. The rotor chamber is covered if damaged by an internal lubricated part.

**Transmission:** All internal lubricated parts in the transmission case including bands, clutch packs, gears, pumps, shafts, shift forks, shift rails, synchronizers, and solenoids. The torque converter, bell housing, vacuum modulator, transmission mounts, and transmission pan. The transmission case is covered only if it is damaged by an internal lubricated part.

**Transfer Case:** All Internally lubricated parts contained within the Transfer Case. The Transfer Case is also covered if damage is the result of the failure of an Internal Part of the Transfer Case.

**Drive Axle: 2WD / 4WD / ALL-WHEEL:** All internal lubricated parts in the drive axle, axle shafts, differential cover, universal joints and yokes, constant velocity and double offset joints, wheel bearings, drive shaft, drive shaft center bearing, locking hub mechanism. The drive axle housing is covered only if damaged by an internal lubricated part.

**Seals and gaskets:** Should seals and gaskets be required in conjunction with the repair of a covered component, coverage will be extended to include seals and gaskets on said covered components. Up to 100,000 miles, cylinder head gasket(s) and intake manifold gaskets are the only gaskets covered as a gasket failure ALONE, of the listed parts that are covered will be covered by this Agreement. Head gaskets on Diesel Engines are not covered.

**Air Conditioning:** Expansion valve, pressure cutoff switches, orifice tube and dryer, Condenser, Compressor, Evaporator, Lines and Fittings, Internal assembly including pistons, rods, valves, bearings and shafts, clutch and pulley. NOTE: O.E.M. refrigerants are to be used if replacement is required. If failure is due to a covered component, and fluid conversion is necessary, the Agreement will cover the conversion parts and labor only. For hoses, O-rings seals, refrigerants and other non-covered components the Agreement holder is responsible.

**Steering:** Power steering fluid cooler, steering column coupling, power steering pump, steering main and intermediate shafts, power cylinder assembly, Pitman arm, idler arm, tie rods, drag link, power steering cooler, power steering control valve and cylinder, steering box or rack.

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**Brakes:** Master cylinder, power assist boosters and valves, wheel cylinders and calipers, combination valve, steel lines and fittings, backing plates, power brakes cylinder, vacuum assist booster pump, springs, clips and retainer, self-adjusters, rear activators, parking brake linkage and cables.

**Fuel System:** Fuel pump, metal fuel lines, fuel injectors, diesel fuel injection pump, diesel injectors, diesel vacuum pump.

**Cooling System:** Water pump. Radiator and heater core only if leaking.

**Base Electrical:** Alternator, starter motor and solenoid, distributor, ignition coil, ignition module.

**Suspension:** Upper and lower control arms, control arm shafts and bushings, upper and lower ball joints, front wheel drive hub and bearing assembly, steering knuckles, stabilizer shaft and bushings, king pins and bushings, strut bar and bushings, spindles and spindle supports, and wheel bearings.

**High Tech Electrical:** Cruise control servo/transducer, factory compass, factory thermometer, headlight switch, horn, ignition lock cylinder, ignition switch, power antenna, power lock actuators, windshield wiper motor, windshield wiper module, windshield washer pump, power window motors and power window regulator. Electronic speedometer display and module, engine control module, power sun/moon roof motor, power convertible top electric motor, crank sensor, knock sensor, oil temp sensor, camshaft positioning sensor, mass air flow sensor, BAP sensor MAP sensor, upstream oxygen sensors, downstream oxygen sensor, heated oxygen sensors, throttle positioning sensor engine coolant temperature sensor, intake air temperature sensor, neutral or park position sensor, brake fluid pressure sensor, PFE sensor, pressure sensors.

**Anti-Lock Brakes:** Booster and pump, master cylinder, control processor and solenoids.

**Hybrid:** IMA Control unit of battery electronics, IMA control unit for Motor Electronic, cable assembly (motor PDU), Junction board assembly, IMA motor stator assembly, IMA motor rotor assembly, PDU unit (pre-driver), PDU converter (AC-DC).

**TIRE ROAD HAZARD REIMBURSEMENT** - Until the expiration of this Agreement or a tread depth of 3/32 of an inch, whichever comes first, We will reimburse **You**, without being subject to any deductible, for the repair or, if necessary, the replacement of any of **YOUR** vehicle's tires (original equipment size only) that have become damaged or unsafe for use due to a Road Hazard, excluding curb damage or any damage not incurred on a public road. In no event will Our liability for Tire Road Hazard Protection reimbursement shall not exceed \$150.00 per tire or a maximum of \$600.00 during the term of this Agreement.

Submission of a Tire Road Hazard Claim:

1. Please send in photos of the tire(s) to [claims@oxcarcare.com](mailto:claims@oxcarcare.com).
2. Picture(s) must include a measurement of the tread depth.
3. Please submit an invoice and receipt of payment of invoice to [claims@oxcarcare.com](mailto:claims@oxcarcare.com).

Please note: If **YOU** do not follow the above mentioned steps, **YOUR** reimbursement and claim

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will be denied.

**24 Hour Emergency Roadside Assistance and Towing Service:** Emergency Roadside Assistance is available 24 hours a day, every day of the year throughout the United States & Canada. Your coverage begins on the date shown on this Agreement and terminates on either the Expiration Date or the Expiration Mileage shown on Your Contract (whichever occurs first). In the event You cancel Your Agreement, 24-Hour Emergency Roadside Assistance will cancel on the same date as the Agreement cancellation. You will only have to pay for any non-covered expenses, or the cost of tows that exceed one hundred (100) miles. Service must be a covered benefit under the terms and conditions of this Contract and is available only for the specific covered vehicle registered with CT Auto Club, Inc., as part of this Contract. "Covered Vehicle" is defined as the Vehicle listed on the Declarations Page for this Contract and registered with Driven Solutions, Inc., Inc. All emergency roadside assistance services are provided by Driven Solutions, Inc., 16150 Main Circle Drive, Suite 410, Chesterfield, MO 63017, [(800) 289-3920]. All entities are collectively referred to as CT Auto Club, Inc., throughout these Terms and Conditions. No Deductible will apply to this benefit.

Emergency Roadside Assistance: YOU must call toll free [(800) 289-3920] and a service vehicle will be dispatched to your assistance. Important: please be with your **Covered Vehicle** when the service provider arrives, unless it is unsafe to remain with the vehicle, as the provider cannot service an unattended vehicle. In the event that service is not obtainable through Driven Solutions, Inc., you will receive an authorization number to receive a reimbursement of payments made according to your program benefit and coverage limits for services received independently. You must first contact Driven Solutions, Inc., for authorization to obtain independent services.

## **AGREEMENT HOLDER RESPONSIBILITIES**

### *MAINTENANCE SERVICE REQUIREMENTS*

- **YOU** are required to follow the maintenance guidelines as recommended by the manufacturer of Your Covered Vehicle.

### ***INSTRUCTIONS TO BE FOLLOWED IN THE EVENT OF A Covered BREAKDOWN***

- When **YOU** have a **Breakdown**:
  1. Be sure the Covered Vehicle is protected from further damage. Take immediate action to prevent further damage to your vehicle. Any damage resulting from continued operation of an impaired vehicle will constitute failure to protect your vehicle and will not be covered by this **Agreement**.
  2. Take **YOUR** vehicle to an ASE Certified Mechanic immediately for diagnosis. If **YOU** are more than fifty (50) miles from an ASE Certified Mechanic, take **YOUR** vehicle to the nearest authorized **Repair Facility or Dealer**.
  3. For further assistance, contact the **Administrator**: (844) 299-0885.
  4. Furnish the authorized repair facility with receipts evidencing the continuation of service requirements.
  5. **YOU** agree to submit maintenance records according to the terms specified on the Ox Car Care website. For details on how to file a claim and the required documentation, please visit: <https://www.oxcarcare.com/how-to-file-a-claim.html>\*
  6. Prior to proceeding with repairs, ensure that the **Repair Facility** contacts the **ADMINISTRATOR** and obtains authorization to proceed with the repair. **IM-**

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**PORTANT: AGREEMENT HOLDER ASSUMES ALL LIABILITY FOR PAYMENT TO THE REPAIR FACILITY FOR REPAIRS THAT ARE NOT AUTHORIZED TO THE REPAIR FACILITY.**

7. Provide the **ADMINISTRATOR** with a picture of your odometer reading at the time of the **Breakdown**.
8. The **ADMINISTRATOR** reserves the right to inspect the Covered Vehicle before the performance of repair or replacement.
9. Pay the applicable deductible (if any) and all charges for service not covered by this **AGREEMENT**. **NOTE: YOU** are responsible for authorizing inspection or teardown of **YOUR** vehicle by the **Repair Facility** to determine the cause of failure. If the failure is not covered under this **AGREEMENT**, **YOU** will be responsible for these costs.

**Rental Car Reimbursement:** You will be eligible for rental car reimbursement if the repairs to Your **Covered Vehicle** exceed eight (8) hours of labor. If your claim does not exceed eight (8) hours of labor, no reimbursement will be provided. Furthermore, the **ADMINISTRATOR** will only reimburse a maximum amount of \$150 dollars for rental car reimbursement. Any other amounts owed on **YOUR** rental are solely **YOUR** financial responsibility.

*\*Note: We reserve the right to request additional service history for **YOUR** vehicle if required for review by **ADMINISTRATORS** third-party vehicle inspector.*

## **TRANSFER OF AGREEMENT**

This Vehicle Service Agreement applies only to the Agreement Holder and the described Covered Vehicle listed above. This Vehicle Service Agreement, however, may be assigned or transferred at the request of an Agreement Holder to any new owner of the described Covered Vehicle while the Vehicle Service Agreement is still in force by written notification and payment to the Administrator of a \$50.00 transfer fee, and providing proof of continuation of the Service Requirements. Transfer to the new owner must be completed within 30 days of purchase. If any portion of the manufacturer's warranty is in effect at time of transfer, the transfer of the Vehicle Service Agreement will be valid only if the manufacturer's warranty is also properly transferred. Completed forms or materials evidencing the properly executed transfer of any manufacturer's warranty coverage in effect on a Covered Vehicle must be received from the Agreement Holder in addition to a copy of the bill of sale which lists the current mileage by the Administrator before this Vehicle Service Agreement will be transferred.

## **CANCELLATIONS**

COMPLETE THE SECTION AT THE BOTTOM AND MAIL ENTIRE AGREEMENT TO THE ISSUING DEALER LISTED IN APPLICATION. TO CANCEL THIS AGREEMENT ALL CANCELLATIONS SUBJECT TO \$50.00 CANCELLATION FEE, payable to the Administrator.

CONTACT THE ADMINISTRATOR AND COMPLETE A CANCELLATION FORM. Upon receipt of a written request:

- 1) Within 30 days of **Agreement** sales date and no claim has been paid against this **Agreement**, a full refund of the **Service Agreement** Price will be made by the **Issuing Dealer**; or
- 2) Where more than 30 days has elapsed since the **Agreement** sales date, or if a claim has been paid against this Agreement, a pro rata refund of the Service Agreement Price will be made. To determine the pro rata refund, the lesser of either **Agreement** Miles remaining divided by Expiration Miles or **Agreement** Term remaining in months divided by Original Agreement Term will be used. The refund check will be issued and sent to the lien holder by the **Issuing Dealer** if there is a lien against the **Vehicle** at the time of cancellation. If there is no lien, the refund check will be issued and sent to the Agreement Holder by the **Issuing Dealer**. If the **Vehicle** has been repossessed, the refund check will be issued and sent to the lien holder by the **Issuing Dealer**. This Agreement is non-cancelable by US after 30 days except for fraud, material misrepresentation, or failure to pay the **Vehicle Service Agreement** price.

Name \_\_\_\_\_

ODOMETER READING

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Address \_\_\_\_\_

NO TENTHS PLEASE

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

EFFECTIVE DATE OF CANCELLATION

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PLEASE STATE REASON FOR CANCELLATION \_\_\_\_\_

CANCELLATION REQUESTED BY LIENHOLDER [ ]

AGREEMENT HOLDER [ ]

Agreement Holder Signature \_\_\_\_\_ Date \_\_\_\_\_

Issuing Dealer Signature \_\_\_\_\_ Date \_\_\_\_\_

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## **DISPUTE RESOLUTION/ARBITRATION AGREEMENT AND CLASS ACTION WAIVER**

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

**As used in this Provision, “YOU” and “YOUR” mean the person or persons named in this Service Plan, and all of his/her heirs, survivors, assigns and representatives. And, “We” and “Us” shall mean the Obligor identified above and shall be deemed to include all of its agents, affiliates, successors and assigns, and any retailer or distributor of its products, and all of the dealers, licensees, and employees of any of the foregoing entities.**

Any and all claims, disputes, or controversies of any nature whatsoever (whether in AGREEMENT, tort or otherwise, including statutory, common law, fraud (whether by misrepresentation or by omission) or other intentional tort, property, or equitable claims) arising out of, relating to, or in connection with (1) this Service Plan or any prior Service Plan, and the purchase thereof; and (2) the validity, scope, interpretation, or enforceability of this Provision or of the entire Agreement (“Claim”), shall be resolved by binding arbitration before a single arbitrator. All arbitration(s) shall be administered by the American Arbitration Association (“AAA”) in accordance with its Expedited Procedures of the Commercial Arbitration Rules of the AAA in effect at the time the Claim is filed. The terms of this Provision shall control any inconsistency between the AAA's Rules and this Provision. **YOU** may obtain a copy of the AAA's Rules by calling (800) 778-7879. Upon written request We will advance to **YOU** either all or part of the fees of the AAA and of the arbitrator. The arbitrator will decide whether **YOU** or **WE** will be responsible for these fees. The arbitrator shall apply relevant substantive law and applicable statute of limitations and shall provide written, reasoned findings of fact and conclusions of law. This Provision is part of a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act, 9 U.S.C. § 1 et seq. If any portion of this Arbitration Provision is deemed invalid or unenforceable, it shall not invalidate the remaining portions of the Arbitration Provision.

This Arbitration Provision shall inure to the benefit of and be binding on **YOU** and **US** and its Provision shall continue in full force and effect subsequent to and notwithstanding the expiration of termination of this Service Plan.

**YOU** agree that any arbitration proceeding will only consider **YOUR** Claims. Claims by, or on behalf of, other individuals will not be arbitrated in any proceeding that is considering **YOUR** Claims.

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

In addition, except as expressly stated in the Class Action Waiver or otherwise expressly stated herein, the arbitrator shall have exclusive authority to decide all issues related to the enforcement, applicability, scope, validity, and interpretation of this Arbitration Agreement, including but not limited to any unconscionably challenge or any other challenge that the Arbitration Agreement is void, voidable or otherwise invalid. Notwithstanding this Agreement to arbitrate, each of the Parties retains the right to seek remedies in small claims court to resolve any Claim, on an individual basis, within the jurisdiction of small claims court. **YOU** acknowledge **YOUR** understanding that all Parties hereunder are waiv-

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ing their rights to go to court, except for small claims court, to resolve any Claims arising under or related to this Agreement. The Parties agree and acknowledge that the transaction evidenced by this Agreement affects interstate commerce. The Parties further agree that all issues relating to this Arbitration Agreement and Class Action Waiver, including its enforcement, scope, validity, interpretation, and implementation, will be determined pursuant to federal substantive law and the substantive and procedural provisions of the Federal Arbitration Act ("Act"), 9 U.S.C. §§ 1-16. If federal substantive law holds that state law should apply to any issue relating to this Arbitration Agreement and Class Action Waiver, then the law of the state where **YOU** purchased the Agreement shall apply, without regards to conflicts of law. **CLASS ACTION WAIVER.** All Claims must be brought solely in an individual capacity, and not as a plaintiff or class member in any purported class action, collective action, representative action, mass action, private attorney general action or action on behalf of the general public, or similar proceeding (any such action is referred to herein as a "Class Action"). **NO CLAIM WILL BE ARBITRATED ON A CLASS ACTION BASIS.** The Parties, including **YOU**, expressly waive any right or ability to bring, assert, maintain, or participate as a class member in any Class Action in court, arbitration, or any other forum, and the right for anyone to do so on **YOUR** behalf. The arbitrator may not consolidate more than one person or entity's claims, and may not otherwise preside over any Class Action. The arbitrator shall not have the authority to combine or aggregate multiple persons' or entities' Claims or discovery, to conduct a

Class Action or to make an award to any person or entity not a party to the arbitration. Notwithstanding anything to the contrary, the Parties agree that the enforcement, applicability, scope, validity, and/or interpretation of this Class Action Waiver shall be decided by a court of competent jurisdiction and not by an arbitrator. If this Class Action Waiver is ruled unenforceable or is interpreted to not prevent a Class Action, then the Arbitration Agreement shall be null and void, and any Claims shall proceed in a court of law and not in arbitration. The Parties agree that if an arbitrator renders a decision regarding the enforcement, applicability, scope, validity, and/or interpretation of this Class Action Waiver, or determines that a Class Action may proceed in arbitration, then: (1) the arbitrator has exceeded his powers, pursuant to §10(a)(4) of the FAA, by taking such action; (2) either party may seek immediate review of that decision by a court of competent jurisdiction; and (3) a court of competent jurisdiction shall apply a "de novo" standard of review of that decision if such standard of review is allowed by the common law or statutes of that state. The Parties, including **YOU**, agree that if for any reason a Claim proceeds to Court, rather than arbitration, (1) the Claim will proceed solely on an individual, non-class, non-representative basis, and (2) no Party may be a class representative or class member or otherwise participate in any **Class Action**.

#### **Instructions to File an Arbitration Claim:**

To initiate arbitration, either the **Contract Holder** or the contact provider must submit a written demand to the other party. Prior to filing for arbitration, **YOU** must allow a 60-day negotiation period with the Obligor to attempt resolution of the dispute. The arbitration will be conducted by a single arbitrator and will occur in the county and state of the contract holder's residence unless agreed otherwise. The proceedings will be governed by the Federal Arbitration Act, 9 U.S.C. § 1, et seq., and no state or local arbitration laws will apply.

The scope of arbitration is limited to the claims of the contract holder; claims on behalf of other individuals will not be considered in the same proceedings. If a state regulatory agency disapproves this arbitration provision, or if it is rendered unenforceable by a competent court, both parties agree to forego a jury trial. Any resulting litigation will be conducted before a judge only.

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If any portion of this Arbitration Agreement or Class Action Waiver is deemed invalid or unenforceable, all the remaining portions of this Arbitration Agreement shall nevertheless remain valid and enforceable. , In the event of a conflict or inconsistency between this Arbitration Agreement and Class Action Waiver and the other provisions of this Agreement or any other Agreement, this Arbitration Agreement and Class Action Waiver governs.

Exclusive Forum.

The parties agree that any dispute, controversy, or claim arising out of or relating to this Agreement, or the breach, termination, or validity thereof, whether sounding in contract, tort, or any other legal theory, shall be brought exclusively in the state courts located in Orange County, California. The parties hereby irrevocably submit to the personal jurisdiction of such courts for the purpose of litigating any such dispute, controversy, or claim, and waive any objection to such forum based on forum non conveniens or any other grounds.

Choice of Law.

This Agreement shall be governed by and construed in accordance with the laws of the State of California without giving effect to any choice of law or conflict of law provisions. The parties consent to the exclusive jurisdiction of the courts of the State of California for all disputes arising out of or relating to this Agreement.

**OPT-OUT PROVISION. You SHALL HAVE THE RIGHT TO OPT OUT OF THIS ARBITRATION Agreement AND CLASS ACTION WAIVER BY PROVIDING WRITTEN NOTICE OF Your INTENTION TO DO SO TO Obligor WITHIN 30 DAYS OF THE PURCHASE OF THIS Agreement (THE DATE OF PURCHASE BEING INDICATED ON Your Agreement. To opt out, You must send written notice to the Administrator with the subject line, "Arbitration/Class Action Waiver Opt Out." You must include in Your opt out notice: (a) Your name and address; (b) the date You purchased Your Agreement; and (c) the Dealer/Seller. If You properly and timely opt out, then all Claims will be resolved in court rather than arbitration.**

Insurance Statement:

Our obligations to perform under this Agreement are insured under a service contract reimbursement insurance policy issued by Technology Insurance Company ("Insurance Company") located at 59 Maiden Lane, 43rd Floor, New York, NY 10038, Tel: (866) 505-4048. IF THE OBLIGOR FAILS TO PROVIDE SERVICE OR PAY A CLAIM WITHIN SIXTY (60) DAYS AFTER **YOU** PROVIDE PROOF OF LOSS COVERED BY THIS AGREEMENT, **YOU** MAY SUBMIT **YOUR** CLAIM DIRECTLY TO THE INSURANCE COMPANY.

## **EXCLUSIONS - What Is Not Covered**

SEE THE "COVERED VEHICLE PARTS" SECTION ON THE FRONT HEREOF FOR A DESCRIPTION OF THE COVERAGE PROVIDED, IN ADDITION SEE "DEDUCTIBLE", "RENTAL CAR", "TOWING" AND "SERVICE REQUIREMENTS." THE FOLLOWING ARE EXCLUSIONS UNDER THIS VEHICLE SERVICE AGREEMENT PROGRAM.

THIS AGREEMENT DOES NOT APPLY TO THE FOLLOWING:

- 1) ANY COVERED BREAKDOWN OR FAILURE FOR WHICH THE MANUFACTURER IS RESPONSIBLE UNDER ITS WARRANTY, OR UNDER THE REPAIRER'S GUARANTEES.
- 2) ANY LOSS OR EXPENSE THAT IS THE DIRECT RESULT OF A MECHANICAL OR STRUCTURAL DEFECT FOR WHICH THE MANUFACTURER HAS PUBLICLY ANNOUNCED ITS RESPONSIBILITY BY ANY MEANS OR BY A RECALL FOR THE PURPOSE OF CORRECTING SUCH DEFECT, EXCEPT THAT WE WILL REIMBURSE YOU THE DIFFERENCE BETWEEN ANY DEDUCTIBLE CHARGED BY THE MANUFACTURER AND THE DEDUCTIBLE CONTAINED HEREIN IF APPLICABLE. THE PROVISIONS FOR CAR RENTAL AND TOWING SHALL APPLY DURING THE PERIOD OF THE MANUFACTURERS RECALL SO LONG AS THE BREAKDOWN OR FAILURE IS COVERED BY THIS AGREEMENT.
- 3) IF THE ODOMETER HAS STOPPED OR HAS BEEN ALTERED OR DISCONNECTED AND MISREPRESENTS YOUR VEHICLE'S ACTUAL MILEAGE.
- 4) ANY LOSS OR DAMAGE DUE TO COLLISION, FALLING OBJECTS, THEFT, ATTEMPTED THEFT, FIRE, FLUID CONTAMINATION, LARCENY, EXPLOSION, MALICIOUS MISCHIEF, VANDALISM, RIOT OR CIVIL COMMOTION, ACTS OF GOD, FLOOD OR FREEZING, OR ACTS OF NATURE AND EVENTS BEYOND OUR CONTROL.
- 5) MISUSE OR ABUSE: NEGLIGENCE, MODIFICATION, ALTERATION, TAMPERING, DISCONNECTION, IMPROPER ADJUSTMENTS OR REPAIRS, INSTALLATION OF PARTS NOT EQUIVALENT IN QUALITY AND DESIGN TO PARTS SUPPLIED BY MANUFACTURER OR ADD ON PARTS.
- 6) BREAKDOWNS THAT ARE A RESULT OF A PRE-EXISTING CONDITION. A PRE-EXISTING CONDITION IS ANY DEFECT, DAMAGE, OR MECHANICAL ISSUE AFFECTING THE COVERED VEHICLE THAT WAS PRESENT BEFORE YOUR POLICY'S EFFECTIVE DATE OR PRIOR TO YOUR ACQUISITION OF THE VEHICLE, WHETHER OR NOT SUCH CONDITION WAS KNOWN OR APPARENT. TOWING OR PULLING: PULLING A TRAILER OR ANOTHER VEHICLE UNLESS YOUR VEHICLE IS PROPERLY EQUIPPED FOR THIS PURPOSE AS RECOMMENDED BY THE MANUFACTURER.
- 7) LACK OF MANUFACTURER'S REQUIRED MAINTENANCE: IF YOU FAIL TO PERFORM PROPER MAINTENANCE OR CUSTOMARY LUBRICATION SERVICES AS RECOMMENDED BY THE MANUFACTURER, OR BY LACK OF REQUIRED MAINTENANCE, OR USE OF FUELS, OILS AND/OR LUBRICANTS OTHER THAN THOSE RECOMMENDED BY THE MANUFACTURER.
- 8) COMMERCIAL USE OF THE COVERED VEHICLE.
- 9) FOR STORAGE CHARGES.
- 10) SALVAGED OR REBUILT TITLE: POLICY EXCLUDES COVERAGE TO ANY AND

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ALL VEHICLES THAT HAVE OR PENDING SALVAGED OR REBUILD TITLES. A SALVAGED OR REBUILT TITLE REFERS TO A VEHICLE THAT HAS BEEN DEEMED A TOTAL LOSS DUE TO SIGNIFICANT DAMAGE OR LOSS. REBUILT TITLE IS ASSIGNED AFTER A SALVAGED VEHICLE HAS BEEN REPAIRED, PASSED INSPECTION, AND DEEMED ROADWORTHY, BUT IT RETAINS THE HISTORY OF BEING A SALVAGED VEHICLE.

- 11) MOTOR TUNE UP AND MAINTENANCE ITEMS SUCH AS OIL CHANGE FILTERS, FLUIDS, UNLESS REQUIRED IN CONNECTION WITH REPAIR OF A COVERED COMPONENT OR PART.
- 12) FAILURE OR LOOSENING OF FASTENERS, HARDWARE, CONNECTIONS, BOLTS, NUTS, SCREWS.
- 13) IF YOU ARE RENTING THE COVERED VEHICLE.
- 14) ANY REPAIRS PERFORMED TO THE COVERED VEHICLE NOT SPECIFICALLY AUTHORIZED BY US VIA AN AUTHORIZATION NUMBER ARE NOT COVERED.
- 15) ANY CLAIM PAPERS RECEIVED AFTER 60 DAYS FROM THE AUTHORIZATION DATE WILL RESULT IN A CLAIM DENIAL.
- 16) PARTS NOT SPECIFICALLY LISTED AS COVERED UNDER THIS AGREEMENT ARE NOT COVERED UNDER THIS AGREEMENT OR UNAVAILABLE PARTS.
- 17) ANY FAILURE OR CLAIM CAUSED BY A CONDITION THAT EXISTED PRIOR TO THE PURCHASE OF THIS AGREEMENT.
- 18) ANY ECONOMIC LOSS, INCLUDING LOSS OF TIME, INCONVENIENCE, LODGING, FOOD, STORAGE OR OTHER INCIDENTAL OR CONSEQUENTIAL LOSS OR DAMAGE THAT MAY RESULT FROM A FAILURE.
- 19) SALES TAX.
- 20) DIAGNOSTIC FEES AND ANY ADDITIONAL FEES, SHOP SUPPLIES, FREIGHT. DIAGNOSTIC FEES, HOWEVER, ARE COVERED WITH ANY APPROVED CLAIM.
- 21) FLUID SEEPAGE, SEEPAGE IS CONSIDERED A NORMAL CONDITION BY THE MANUFACTURER.
- 22) ANY COVERED PART IF A BREAKDOWN HAS NOT OCCURRED OR IF THE WEAR ON THAT PART HAS NOT EXCEEDED THE TOLERANCES ALLOWED BY THE MANUFACTURER BUT WHICH A REPAIR FACILITY RECOMMENDS OR REQUIRES BE REPAIRED IN CONNECTION WITH A COVERED BREAKDOWN.
- 23) WE SHALL NOT BE RESPONSIBLE FOR ANY LOSS ARISING OUT OF THE UNAUTHORIZED ACCESS OR USE OF ANY SYSTEM, SOFTWARE, HARDWARE, OR FIRMWARE OR ANY MODIFICATION, REPROGRAMMING, DESTRUCTION, OR DELETION OF DATA OR SOFTWARE BY ANY MEANS.
- 24) PISTON RINGS AND INTAKE OR EXHAUST VALVES WHICH HAVE NOT SUSTAINED A BREAKDOWN BUT REQUIRING REMOVAL OF CARBON DEPOSITS OR OTHER MATERIALS BY GRINDING AND/OR REFACING OF THE VALVES OR SEATS AND CLEANING AND/OR REPLACEMENT OF THE PISTONS AND PISTON RINGS TO RESTORE ENGINE COMPRESSION OR REDUCE OIL CONSUMPTION.

## **SPECIAL STATE REQUIREMENTS**

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

### **ALABAMA**

**CANCELLATION** – is amended to include the following: A 10% penalty per month will be added to a refund that is not paid or credited within forty-five (45) days after return of the **Agreement** to Us. In the event We cancel the **Agreement**, 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. No cancellation fee will be applied if You cancel within the first 60 days. If You cancel after the first 60 days, the cancellation fee will be \$25. Consequential damages and pre-existing conditions are excluded under this **Service Agreement**.

**ARBITRATION** – is amended to include the following: The laws of Alabama govern all matters arising out of or relating to this Agreement and all transactions contemplated by this Agreement, including without limitation, the validity, interpretation, construction, performance and enforcement of this Agreement.

### **ALASKA**

**CANCELLATION** – is amended to include the following: We will retain a cancellation fee of seven and one-half percent (7.5%) or fifty dollars (\$50), whichever is less of the unearned pro rata **Agreement** Purchase Price; to be based on the days in force, as related to Your **Agreement's** Term. The cancellation fee is only applicable if You cancel the **Agreement** after 30 days from the **Agreement Purchase Date**. If this **Agreement** is cancelled, We shall refund or credit to You the prorated amount of the unearned **Agreement** Purchase Price, less any claims paid, within forty-five (45) days after the return of this **Agreement** to Us. A ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within forty-five (45) days after return of the **Agreement** to Us. If We cancel the **Agreement**, 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 non payment of the provider fee or fraud or a material misrepresentation by You in obtaining this **Agreement** or by You in pursuing a claim under the **Agreement**. **ARBITRATION** - 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 agreement 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. This **Service Agreement** will provide coverage if Your vehicle is

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used for snow removal, provided it is properly equipped for such use and is not used commercially. **INSURANCE STATEMENT is deleted and replaced with the following:** Performance or payment of the obligations of the provider under this service contract are insured under a service contract reimbursement insurance policy issued by Wesco Insurance Company ("Insurance Company") located at 59 Maiden Lane, 43rd Floor, New York, NY 10038, Tel: (866) 505-4048. If the provider fails to provide a covered service under the terms of this motor vehicle service contract within 30 days after You have notified the provider of the claim, You are entitled to apply directly to the insurance company for payment of the provider's obligation. **EXCLUSIONS** – 14 is amended as follows: 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.

## **ARIZONA**

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

**Service Agreement. Pre-Existing Condition(s) are not excluded, if such conditions were known or should have been known by Us or Dealer/Seller selling the Agreement on Our behalf.**

## **COLORADO**

**INSURANCE STATEMENT** is amended to include the following: Our obligations under this Contract are guaranteed by a reimbursement insurance policy issued by Technology Insurance Company, Inc. Policy Number: TIC-OCC-FTP-111521.

## **CONNECTICUT**

Connecticut General Statute Annotated Title 42 Chapter 743F sect 42-221 or (C.S.G.A. sect. 42-221) requires an automobile dealer to provide a warranty covering certain classes of used motor Vehicles as follows: Used Vehicles with a sale price of \$3,000 but less than \$5,000 Provides Coverage for 30 days or 1,500 miles, whichever occurs first. Used Vehicles with a sale price of \$5,000 or more. Provides Coverage for 60 days or 3,000 miles, whichever occurs first. The **Vehicle You** have purchased may be covered by this law. If so, the following is added to this **Agreement**: In addition to the Dealer warranty required by this law, **You** have elected to purchase this **Agreement**, which may provide **You** with additional protection during the Dealer warranty period and provides protection after the Dealer warranty has expired. **You** have been charged separately only for this **Agreement**. The required **Dealer** warranty is provided free of charge. Furthermore, the Definitions, Coverages and Exclusions stated in this **Agreement** apply only to this **Agreement** and are not the terms

of the required Dealer warranty.

If this **Service Agreement** has a term of less than one (1) year, the **Service Agreement** term shall be extended for the time period the vehicle is being repaired under this **Service Agreement**.

**CANCELLATION.** – is amended to include the following: This **Agreement** may be cancelled by **You** if **Your** vehicle is returned, sold, lost, stolen or destroyed.

**You** may pursue arbitration to settle disputes between **You** and the **Administrator**. A written complaint containing a description of the dispute, the purchase or lease price of the **Vehicle**, the cost of repair of the **Vehicle** and a copy of **Your Agreement** may be mailed to: State of Connecticut, Insurance Department, P.O. Box 816, Hartford, CT 06142-0816, Attention: Consumer Affairs Division.

**We do not offer in-home service for your vehicle.**

### **DISTRICT OF COLUMBIA**

A 10% penalty per month will be added to a refund that is not paid or credited within forty-five (45) days after return of the Agreement to Us. In the event We cancel the Agreement, 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 or a substantial breach of duties by You 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. If You cancel this Agreement within the first sixty (60) days, this Agreement will be void and We will refund or credit to your account the full purchase price paid by You. The right to void this Agreement is not transferrable and only applies if a claim has not been filed. If You cancel after the first 60 days, the cancellation fee will be \$25 or 10% of the gross provider fee paid by You, whichever is less. Consequential damages and pre-existing conditions are excluded under this Service Agreement.

### **GEORGIA**

The fourth paragraph on page 2 is deleted in its entirety and replaced with the following: I understand that prior authorization by the Administrator is required on repairs covered by this Agreement. Call (844) 299-0885 for claims authorization. I further understand that any Breakdown, loss, or damage that results from a Pre-existing condition known to me is not covered by this Agreement.

**An additional 30 days and 1000 miles will be added to the Agreement term at expiration.**

**CANCELLATION.** – is amended to include the following:

**We may cancel only for the following reasons:**

1. Fraud;
2. Material Misrepresentation; or
3. Non-payment of **Agreement** premium.

In the event of cancellation for Fraud or Material Misrepresentation, such cancellation will be made in writing **You** and the Lienholder (if applicable). The date of cancellation shall not be in effect less than thirty (30) days prior to the effective date of the notice. In the event of cancellation for non-payment of **Agreement** premium, such cancellation will be made in writing to **You** and the Lienholder (if applicable), not less

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than ten (10) days' notice. For non-payment of **Agreement** premium, written notice shall be 10 days and if cancelled for any other reason written notice shall be 30 days. If **We** cancel this **Agreement**, **You** will receive written notice to comply with 33-24-44 of the Georgia Insurance Code.

#### **EXCLUSIONS – What is not Covered:**

**#3) is amended to read as follows: YOUR ODOMETER MUST FUNCTION AND DISPLAY AT ALL TIMES. A NON-WORKING DISPLAY OR CLUSTER CONTAINING THE ODOMETER, OR ODOMETER THAT HAS BEEN STOPPED, ALTERED OR MISREPRESENTS THE ACTUAL MILEAGE SUBSEQUENT TO THE PURCHASE OF THIS AGREEMENT WILL RESULT IN DENIAL OF COVERAGE UNDER THIS AGREEMENT.**

**#5) is amended to read as follows: MISUSE OR ABUSE: SUBSEQUENT TO THE PURCHASE OF THIS AGREEMENT, NEGLIGENCE, MODIFICATION, ALTERATION, TAMPERING, DISCONNECTION, IMPROPER ADJUSTMENTS OR REPAIRS, INSTALLATION OF PARTS NOT EQUIVALENT IN QUALITY AND DESIGN TO PARTS SUPPLIED BY MANUFACTURER OR ADD ON PARTS.**

**#16) IS AMENDED TO READ AS FOLLOWS: ANY FAILURE OR CLAIM CAUSED BY A CONDITION THAT EXISTED, AND KNOWN BY YOU, PRIOR TO THE PURCHASE OF THIS AGREEMENT.**

**# 19) is amended to read as follows: DIAGNOSTIC FEES FOR NONCOVERED REPAIRS AND ANY ADDITIONAL FEES, SHOP SUPPLIES, FREIGHT.**

**#20) is deleted in its entirety and replaced with the following: COSTS ASSOCIATED WITH TEARDOWNS, IF THE CLAIM IS NOT APPROVED.**

**ARBITRATION provision is deleted in its entirety. Arbitration does not apply in Georgia. The OPT-OUT PROVISION only applies to the CLASS ACTION WAIVER.**

**INSURANCE STATEMENT is amended as follows: You may also make a direct claim against the Insurance Company upon the failure of the issuer to refund any consideration paid by You for the Agreement within 60 days after a request for cancellation has been filed with the issuer.**

#### **HAWAII**

A 10% penalty per month will be added to a refund that is not paid or credited within forty-five (45) days after return of the Agreement to Us. In the event We cancel the Agreement, 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 or a substantial breach of duties by You 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. If You cancel this Agreement within the first sixty (60) days, this Agreement will be void and We will refund or credit to your account the full purchase price paid by You. The right to void this Agreement is not transferrable and only applies if a claim has not been filed. Consequential damages and pre-existing conditions are excluded under this Service Agreement.

#### **IDAHO**

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Coverage afforded under this motor vehicle service contract is not guaranteed by the Idaho insurance guaranty association. If an emergency repair is needed when Our claims office is closed and prior authorization for the repair cannot be obtained, You should proceed with the claim procedure and contact Us for the reimbursement consideration instructions on the next business day.

### **ILLINOIS**

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

### **INDIANA**

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

**INSURANCE STATEMENT** is amended as follows: **You** may also make a direct claim against the Insurance Company upon the failure of the provider to refund any consideration paid by **You** for the **Agreement** within 60 days after a request for cancellation has been filed with the provider.

### **IOWA**

**CANCELLATION.** – is amended to include the following: A request for a refund upon Us pursuant to the cancellation provision is payable within 30 days of receipt and any such refund which is not timely paid is subject to a 10% penalty each month. Unresolved complaints or questions concerning the regulation of service companies may be addressed to: Iowa Insurance Division 1963 Bell Avenue, Suite 100, Des Moines, IA 50315-1000 (515) 654-6500.

**INSURANCE STATEMENT** is amended as follows: **You** may also make a direct claim against the Insurance Company upon the failure of the provider to refund any consideration paid by **You** for the **Agreement** within 60 days after a request for cancellation has been filed with the provider.

### **LOUISIANA**

This Agreement is not Insurance and is not regulated by the Department of Insurance. If You have any concerns or complaints regarding this Agreement, You may contact the Louisiana Attorney General's Office. In the event We cancel the Agreement, We will mail a written notice to You at Your last known address at least fifteen (15) 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 or a substantial breach of duties by You relating to the covered property or its use. If an emergency repair is needed when Our claims office is closed and prior authorization for the repair cannot be obtained, You should proceed with the claim procedure and contact Us for the reimbursement consideration instructions on the next business day.

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

#### **MAINE**

**CANCELLATION.** – is amended to include the following: If **You** cancel this **Agreement** within the first sixty (60) days and services have been provided, **Your** refund will be based on a full refund less the cost of services pending or provided. If **You** cancel any other time **You** will receive a pro rata refund minus the twenty-five-dollar (\$25.00) cancellation fee. Cancellation within the first sixty (60) days is not transferable and only applies to the original purchaser and only if no claim has been paid. **We** shall mail a written notice to **You** at **Your** last known address at least fifteen (15) days prior to the cancellation effective date. If **We** cancel for any other reason than nonpayment of the provider fee, **We** shall refund to **You** one hundred percent (100%) of the unearned pro rata provider fee, less any claims paid. A ten percent (10%) penalty per month shall be added to a refund of a **Service Agreement** which is canceled within the first sixty (60) days that is not paid or credited within forty-five (45) days after return of the **Service Agreement** to **Us**.

If an emergency repair is needed when **Our** claims office is closed and prior authorization for the repair cannot be obtained, **You** should proceed with the claim procedure and contact **Us** for the reimbursement consideration instructions on the next business day.

**EXCLUSIONS** – is amended to include the following: Consequential damages and pre-existing conditions are not covered under this Service Agreement.

**INSURANCE STATEMENT** is amended as follows: 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 Agreement holder is entitled to make a claim directly against the Insurance Company.

#### **MARYLAND**

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

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

1. when there exists:
  1. a material misrepresentation or fraud at the time of sale of the Agreement,
  2. a matter or issue related to the risk that constitutes a threat to public safety, or
  3. a change in the condition of the risk that results in an increase in the hazard insured

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against;

2. for non-payment of premium; or

3. due to the revocation or suspension of the driver's license or motor vehicle registration of the named insured or covered driver under the policy and for reasons related to the driving record of the named insured or covered driver. If **Your Agreement** is financed, the insurer shall return any gross unearned premiums that are due under the insurance Agreement, 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. The cost of tear down and diagnostics are included with loss covered by this **Agreement**.

**INSURANCE STATEMENT** is amended as follows: If the obligor fails to pay any claim or make any refund within 60 days after proof of loss has been filed with the obligor, the Agreement holder is entitled to make a claim directly against the Insurance Company.

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

### **MASSACHUSETTS**

THE BENEFITS PROVIDED MAY DUPLICATE EXPRESS MANUFACTURER'S OR SELLER'S WARRANTIES THAT COME AUTOMATICALLY WITH EVERY SALE. THE SELLER OF THIS COVERAGE IS REQUIRED TO INFORM YOU OF ANY WARRANTIES AVAILABLE TO YOU WITHOUT THIS AGREEMENT. Chapter 90, Section 7N ¼ of Massachusetts General Laws requires an automobile dealer to provide a warranty covering certain classes of used motor Vehicles as follows: Used Vehicles with less than 40,000 miles at the time of sale provides coverage for 90 days or 3,750 miles, whichever occurs first. Used Vehicles with 40,000 miles or more but less than 80,000 miles at the time of sale provides coverage for 60 days or 2,500 miles, whichever occurs first. Used Vehicles with 80,000 miles or more but less than 125,000 miles at the time of sale provides coverage for 30 days or 1,250 miles, whichever occurs first. The **Vehicle You** have purchased may be covered by this law. If so, the following is added to this **Agreement**: In addition to the Dealer warranty required by this law, **You** have elected to purchase this **Agreement**, which may provide **You** with additional protection during the Dealer warranty period and provides protection after the Dealer warranty has expired. **You** have been charged separately only for this **Agreement**. The required warranty is provided free of charge. Furthermore, the definitions, Coverages and exclusions stated in this **Agreement** apply only to this **Agreement** and are not the terms of the required Dealer warranty.

### **MINNESOTA**

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

## **MISSISSIPPI**

This is not a policy of insurance. **CANCELLATION** section is amended as follows: If **We** cancel the **Agreement**, **We** shall refund **You** one hundred percent (100%) of the **Agreement** 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 **Agreement** Holder to **Us**, or a substantial breach of duties by the **Agreement** 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 **Agreement** to the provider, regardless of who initiated the cancellation. If the **Agreement** is cancelled after thirty (30) days, or if a claim has been made against this **Agreement**, the cancellation fee is applicable not to exceed, ten percent (10%) of the **Agreement** Purchase Price.

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

### **IMPORTANT NOTICE ABOUT YOUR COVERAGE:**

- 1.) This **Agreement** includes a binding Arbitration agreement.
- 2.) The Arbitration agreement requires that any dispute related to Your coverage must be resolved by Arbitration and not in a court of law.
- 3.) The results of the Arbitration are final and binding on You and Us.
- 4.) In an Arbitration, one or more arbitrators, who are independent, neutral decision makers, render a decision after hearing the positions of the parties.
- 5.) When You become an **Agreement** holder under this **Agreement** You must resolve any dispute related to the **Agreement** by binding arbitration instead of a trial in court, including a trial by jury.
- 6.) Binding arbitration generally takes the place of resolving disputes by a judge and jury.
- 7.) Should You need additional information regarding the binding arbitration provision in the **Agreement**, You may contact Our toll-free assistance line at (844) 870 - 4881.

## **MISSOURI**

If an emergency repair is needed when **Our** claims office is closed and prior authorization for the repair cannot be obtained, **You** should proceed with the claim procedure and contact **Us** for the reimbursement consideration instructions on the next business day. **CANCELLATION**. – is amended to include the following: Upon **Our** receipt of **Your** cancellation request, an acknowledgement of said cancellation request will be mailed to **You** within forty-five (45) days. Upon **Our** receipt of a refund request, a refund will be issued in a timely manner. A 10% penalty of the amount outstanding per month will be added if refund is not paid within forty-five (45) days of return of the **Agreement** to **Us**.

Consequential damages and pre-existing conditions are excluded under this **Service Agreement**.

**INSURANCE STATEMENT** is amended as follows: If the provider fails to pay a claim for return of the unearned provider fee, within 60 days after a cancellation request has been filed with the provider, the **Agreement** holder is entitled to make a claim directly against the Insurance Company.

## **NEBRASKA**

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

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

## **NEVADA**

**ELIMINATION PERIOD** is deleted in its entirety and replaced with the following: **THE ELIMINATION PERIOD IS MEASURED FROM THE AGREEMENT DATE AND THE ODOMETER READING AS OF THE AGREEMENT DATE ON THE APPLICATION PAGE AND IS AS FOLLOWS: 30 DAYS AND 1,000 MILES. THE ELIMINATION PERIOD RUNS CONCURRENTLY WITH THE TERM OF THE AGREEMENT. UNTIL BOTH THE TIME PERIOD AND THE NUMBER OF MILES HAVE ELAPSED, YOUR VEHICLE IS STILL IN THE ELIMINATION PERIOD. FAILURE OF A COVERED PART DURING THE ELIMINATION PERIOD IS NOT COVERED AND IS CONSIDERED A PRE-EXISTING CONDITION.**

**ARBITRATION** does not apply in Nevada. **CANCELLATION** section is deleted in its entirety and replaced with the following: **You** may cancel this **Agreement** by submitting a written request to the **Dealer/Seller** containing a copy of **Your Agreement** and the current mileage on **Your Vehicle**. During the first thirty (30) days from the **Agreement** Purchase Date, **We** or the **Dealer/Seller** will refund **You** one hundred percent (100%) of the **Agreement** Purchase Price. After the first thirty (30) days from the **Agreement** Purchase Date, **We** will refund **You** a pro-rated amount of the **Agreement** Purchase Price, less a twenty-five-dollar (\$25) cancellation fee, within forty-five (45) days after the **Agreement** has been returned to **Us**. A ten percent (10%) penalty per month shall be added to a refund that is not made within forty-five (45) days of return of this **Agreement** to **Us**. **We** may cancel this **Agreement** during the first thirty (30) days of the **Agreement** Purchase Date for any reason. After thirty (30) days, **We** may cancel this **Agreement** for material misrepresentation or fraud by **You** at time of sale or non-payment of **Agreement** Purchase Price by **You**. If **We** cancel this **Agreement**, **We** or the **Dealer/Seller** will refund **You** one hundred percent (100%) of the **Agreement** Purchase Price. No claims paid on **Your Agreement** will ever be deducted from any refund issued pursuant to this **Agreement** in Nevada. If **We** cancel this **Agreement**, no cancellation will become effective until at least fifteen (15) days after the notice of cancellation is mailed to **You**. If **Your Agreement** is financed, the lender has the right to receive any portion of the cancellation refund amounts. If **Your Vehicle** is repossessed, stolen or declared a total loss, **You** authorize the lender to cancel this **Agreement**. In either case, no cancellation will become effective until at least fifteen (15) days after the notice of cancellation is mailed to **You**. This **Agreement** will not be initially issued to any vehicle whose original warranty has ever been voided by the manufacturer. However, if this **Agreement** has already been issued and the manufacturer's warranty becomes void during the term of this **Agreement**, **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

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**Agreement**, unless such coverage is otherwise excluded by the terms of this **Agreement**. This **Agreement** is non-renewable. If **You** are not satisfied with the manner in which **We** are handling the claim on the **Agreement**, **You** may contact the Nevada Commissioner by use of the toll-free telephone number: (888) 872-3234. **TRANSFER OF AGREEMENT** is amended as follows: Transfer fee is twenty-five (\$25) dollars.

#### **NEW HAMPSHIRE**

In the event you do not receive satisfaction under this contract, you may contact the New Hampshire insurance department at 21 South Fruit Street, Suite 14, Concord, NH 03301, (800) 852-3416.

#### **NEW JERSEY**

A 10% penalty per month will be added to a refund that is not paid or credited within forty-five (45) days after return of the **Agreement** to Us. In the event We cancel the **Agreement**, 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 or a substantial breach of duties by You relating to the covered property or its use.

#### **NEW MEXICO**

**CANCELLATION.** – is amended to include the following: The right to cancel the **Agreement** is not transferable and applies only to the original **Agreement** purchaser. If a refund is not paid by **Us** within sixty (60) days after **Your** return of the **Agreement** to **Us**, a ten percent (10%) penalty will be added for each thirty (30) day period or portion thereof that the refund and any accrued penalties remain unpaid.

If **Your Agreement** has been in effect for at least sixty (60) days, **We** may not cancel it prior to the expiration date, or one year after the effective date of the **Agreement**, whichever comes first, unless:

- (1) **You** fail to pay an amount when due;
- (2) **You** are convicted of a crime that results in an increase in the service required under the **Agreement**;
- (3) **We** discover that fraud was committed or there was a material misrepresentation by **You** in obtaining the **Agreement**, or in presenting a claim for payment;
- (4) **We** discover an act or omission by **You** or a violation by **You** of any condition of the **Agreement** that occurred after the effective date of the **Agreement** that substantially and materially increased the service required under the **Agreement**.

**We** will mail a cancellation notice to **You** at least fifteen (15) days prior to the cancellation effective date. 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. 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.

**ANY PERSON WHO KNOWINGLY PRESENTS A FALSE OR FRAUDULENT CLAIM FOR PAYMENT OF A LOSS OR BENEFIT OR KNOWINGLY PRESENTS FALSE INFORMATION IN AN APPLICATION FOR INSURANCE IS GUILTY OF A CRIME AND MAY BE**

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## **SUBJECT TO CIVIL FINES AND CRIMINAL PENALTIES.**

### **NEW YORK**

A 10% penalty per month will be added to a refund that is not paid or credited within thirty (30) days after return of the Agreement to Us. In the event We cancel the Agreement, We will mail a written notice to You at Your last known address at least fifteen (15) 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 or a substantial breach of duties by You 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. If You cancel this Agreement within the first sixty (60) days, this Agreement will be void and We will refund or credit to your account the full purchase price paid by You. The right to void this Agreement is not transferrable and only applies if a claim has not been filed. Consequential damages and pre-existing conditions are excluded under this Service Agreement. If an emergency repair is needed when Our claims office is closed and prior authorization for the repair cannot be obtained, You should proceed with the claim procedure and contact Us for the reimbursement consideration instructions on the next business day.

### **OHIO**

**THIS AGREEMENT IS NOT INSURANCE AND IS NOT SUBJECT TO THE INSURANCE LAWS OF THIS STATE.**

**INSURANCE STATEMENT** is amended as follows: If the provider fails to pay a claim for return of the unearned provider fee, within 60 days after a cancellation request has been filed with the provider, the Agreement holder is entitled to make a claim directly against the Insurance Company.

### **OKLAHOMA**

This service agreement is not issued by the manufacturer or wholesale company marketing the product. This warranty will not be honored by such manufacturer or wholesale company. The coverage afforded under this Agreement is not guaranteed by the Oklahoma Insurance Guaranty Association. Oklahoma Service Warranty Statutes do not apply to commercial use references in Service Warranty Agreements. **CANCELLATION** section is deleted in its entirety and replaced with the following: **You** may cancel this **Agreement** by submitting a written request to the **Dealer/Seller** containing a copy of **Your Agreement**. If **You** cancel during the first thirty (30) days from the **Agreement** Purchase Date, and no claim has been authorized or paid, **We** or the **Dealer/Seller** will refund **You** one hundred percent (100%) of the **Agreement** Purchase Price. After the first thirty (30) days from the **Agreement** Purchase Date, or if a claim was made within the first thirty (30) days, **We** or the **Dealer/Seller** shall provide a refund of ninety percent (90%) of the unearned pro rata premium, less the cost of service provided under this **Agreement**. **We** may cancel this **Agreement** during the first thirty (30) days of the **Agreement** Purchase Date for any reason. After thirty (30) days, **We** may cancel this **Agreement** for material misrepresentation or fraud at time of sale or for non-payment of **Agreement** Purchase Price. If **We** cancel this **Agreement**, **We** or the **Dealer/Seller** will refund **You** one hundred percent (100%) of the **Agreement** Purchase Price, less the cost of service provided under this **Agreement**. If **Your Agreement** is financed, the lienholder has the right to receive any portion of the cancellation refund amounts. If **Your Vehi-**

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cle is repossessed, stolen or declared a total loss, **You** authorize the lienholder to cancel this **Agreement**. ARBITRATION section is amended as follows: While arbitration is mandatory, the outcome of any arbitration shall be non-binding on the parties, and either party shall, following arbitration, have the right to reject the arbitration award and bring suit in a district court of Oklahoma. **This is not an insurance contract.**

### **OREGON**

ARBITRATION does not apply in Oregon. If an emergency repair must be performed outside of normal business hours, you may contact the Administrator during normal Business hours to seek reimbursement of a covered claim.

### **SOUTH CAROLINA**

Unresolved complaints or questions concerning the regulation of Agreement service providers may be addressed to: South Carolina Department of Insurance, PO Box 100105, Columbia, SC 29202-3105, (800) 768-3467.

**CANCELLATION.** – is amended to include the following: A ten (10) percent penalty per month shall be added to a refund that is not paid or credited within forty-five (45) days after return of the **Service Agreement** to **Us** (Code Section 38-78-30(f). Notice of such cancellation will be delivered to **You** by certified mail to **Your** last known address as set forth in **Our** records at least fifteen (15) days prior to **Our** cancellation of the **Agreement**, unless the reason for **Our** cancellation of this **Agreement** is non-payment of the purchase price of this **Agreement**, a material misrepresentation by **You** to **Us**, or a substantial breach of duty by **You** relating to **Your Vehicle** or its use, in which case we are not required to provide **You** with prior notice of cancellation of the **Agreement**.

### **TEXAS**

Unresolved complaints or questions concerning the regulation of service Agreement providers may be addressed to: Texas Department of Licensing and Regulation, E.O. Thompson Office Building, 920 Colorado, Austin, Texas 78701, (800) 803-9202.

**INSURANCE STATEMENT** is amended as follows: **You** may also make a claim directly against the Insurance Company if a refund or credit is not paid before the 46<sup>th</sup> day after the date a cancellation request has been filed with the provider.

**CANCELLATION.** – is amended to include the following: A ten (10) percent penalty per month will be applied to any refund not paid or credited within forty-five (45) days after return of this **Service Agreement**.

### **UTAH**

Coverage afforded under this Agreement is not guaranteed by the Utah Property and Casualty Guaranty Association. This Agreement is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department. If an emergency repair is needed when Our claims office is closed and prior authorization for the repair cannot be obtained, You should proceed with the claim procedure and contact Us for the reimbursement consideration instructions on the next business day.

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

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

We may cancel this Agreement for any reason within sixty (60) days of the Agreement Purchase Date for the following:

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

**ARBITRATION** section is amended as follows: Any matter in dispute between consumer and Obligor may be subject to arbitration as an alternative to court action pursuant to the rules of (The American Arbitration Association or other recognized arbitrator), a copy of which is available on request from Obligor. Any decision reached by arbitration shall be binding upon both consumer and Obligor. The arbitration award may include attorney's fees, if allowed by state law, and may be entered as a judgment in any court of proper jurisdiction. The arbitrator shall be prohibited from awarding punitive, consequential, special, incidental, and exemplary damages. The arbitrator may award a party only its actual damages and the arbitrator may award equitable relief including injunctive relief. An arbitration award may not be set aside in later litigation except upon the limited circumstances set forth in the Federal Arbitration Act, 9 U.S.C. §1 et Seq. An award in arbitration will be enforceable under the Federal Arbitration Act by any court having jurisdiction. **EXCLUSIONS** WHAT IS NOT COVERED, Item 14 is amended to include the following: Your failure to give any notice or file any proof of loss required by the policy within the time specified in the policy does not invalidate a claim made by the 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 filed as soon as reasonably possible.

## **VERMONT**

If an emergency repair is needed when Our claims office is closed and prior authorization for the repair cannot be obtained, You should proceed with the claim procedure and contact Us for the reimbursement consideration instructions on the next business day.

## **VIRGINIA**

### **NOTICE TO SELLER:**

Sellers are not permitted to sell vehicles Service **Agreements** on leased vehicles pursuant to the provisions of administrative letters 1982-10 and 1982-16. If any promise made in the Agreement 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](http://www.vdacs.virginia.gov/food-extended-service-contract-providers.shtml) to file a complaint.

## **WISCONSIN**

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

**CANCELLATION** section is deleted in its entirety and replaced with the following: **You** may cancel this **Agreement** t by submitting a written request to the **Seller** containing a copy of

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**Your Agreement** and the current mileage on **Your** vehicle. During the first thirty (30) days from the **Agreement** purchase date, **We** or the **Seller** will refund **You** one hundred percent (100%) of the **Agreement** purchase price, less any claims paid on **Your Agreement**. After the first thirty (30) days from **Agreement** purchase date, **We** or the **Seller** will refund **You** a pro-rated amount of the **Agreement** purchase price, based on the months remaining, less a cancellation fee not to exceed the lesser of ten percent (10%) of the **Agreement** purchase price or fifty dollars (\$50). If **You** are the original **Agreement** holder and **You** cancel this **Agreement** within thirty (30) days of the original **Agreement** purchase date, **We**, shall pay a ten percent (10%) per month penalty of the refund amount outstanding which **We** shall add to the amount of the refund that is not made within forty-five (45) days of return of this **Agreement** to **Us**.

**You** may cancel this **Agreement** at any time in the event of total loss of property covered by this **Agreement** that is not covered by a replacement of the property pursuant to the terms of the **Agreement** **We** or the **Seller** will refund **You** a pro-rated amount of the **Agreement** purchase price less any claims paid on **Your Agreement**. **We** may cancel this **Agreement** for material misrepresentation or fraud at time of sale, substantial breach of duties by the **Agreement** holder relating **Agreement** coverage, or non-payment of **Agreement** purchase price. If **We** cancel this **Agreement**, **We** will provide written notice of cancellation, including the effective date of the cancellation and the actual reason for the cancellation, to the last known mailing address at least five (5) days prior to the effective date of the cancellation. If **We** cancel this **Agreement**, **We** or the **Seller** will refund **You** one hundred percent (100%) of the **Agreement** purchase price, less any claims paid on **Your Agreement**.

**ARBITRATION** does not apply in Wisconsin.

**INSURANCE STATEMENT** is deleted and replaced with the following: Obligations of the provider under this service contract are insured under a service contract reimbursement insurance policy provided by Technology Insurance Company ("Insurance Company") located at 59 Maiden Lane, 43rd Floor, New York, NY 10038, Tel: (866) 505-4048. If the provider does not provide, or reimburse or pay for, a service that is covered under the service contract within 60 days after **You** provide proof of loss, or if the provider becomes insolvent or otherwise financially impaired, **You** may file a claim directly with the Insurance Company for reimbursement, payment, or provision of the service.

## **WYOMING**

**DEFINITIONS:** The following is added: **Company** means OX Car Care, Inc.

**CANCELLATIONS:** The following is added: A ten percent (10%) penalty shall be added to a refund that is not paid or credited within forty-five (45) days after return of service contract to **Us**.

**No Cancellation fee will apply to cancellations occurring within the first sixty (60) days.**

If **We** cancel this **Agreement**, **We** will mail to **You**, at **Your** last known address contained in **Our** records, written notice of cancellation at least ten (10) days prior to the cancellation. Prior notice is not required if the reason for cancellation is nonpayment of the provider fee, a material misrepresentation by **You** to **Us** or a substantial breach of duties by **You** relating to the covered product or its use.

**ARBITRATION** provision is deleted in its entirety. Arbitration does not apply in Wyoming.



# PRIVACY POLICY

Your privacy rights are important to us. You have chosen to do business with us and we recognize our obligation to keep the information you provide to us both secure and confidential. Our commitment to protecting your information will continue under the principles and guidelines described below.

Keeping your information secure is one of our most important responsibilities. We value your trust and handle your information with care. Our employees access information about you when needed to maintain your account or otherwise meet your needs. We may also access information about you when considering a request from you for additional services or when exercising our rights under the law or any agreement with you. We safeguard information according to established security standards and procedures and we continually assess new technology for protecting information.

In the course of doing business, we collect and use various types of information from public records, market research, other available reports, as well as information you provide to us. We use this information to service your account and to help us learn more about the services in which you are interested.

Whether you are a current customer or just visiting us online, we safeguard the information you provide to us. How we use and protect this information is described below.

When you visit our website, we collect information on the efficiency and working of our site. The types of information your browser or internet session automatically sends us each time you visit one of our sites, which we automatically collect, includes:

- Your browser, e.g., Internet Explorer, Netscape Navigator

- Your internet domain, e.g., AOL, Netcom, Earthlink.

- Your computer's operating system, e.g., Windows, Macintosh, UNIX, Linux.

- Your navigation path, i.e., the URLs of where you come to our site from, which of our pages you visit, and where you go as you leave.
- Your IP address.

We collect personally identifiable information ("PII", such as your first and

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last name, telephone number, mailing address, email address, date of birth and other general information) that you provide us through interaction with our website in order to provide you the service(s) we offer.

Our website and services are not intended for use by individuals who are under eighteen (18) years of age ("Minors"), nor do we knowingly collect information from Minors.

We may disclose aggregated information about our users, and information that does not identify any individual, without restriction. We may disclose personal information that we collect or you provide as described in this privacy policy:

To our subsidiaries and affiliates.

To Contractors, service providers and other third parties we use to support our business and who are bound by contractual obligations to keep personal information confidential and use it only for the purposes for which we disclose it to them.

To a buyer or other successor in the event of a merger, divestiture, restructuring, reorganization, dissolution or other sale or transfer of some or all of our assets, whether as a going concern or as part of bankruptcy, liquidation or similar proceeding, in which personal information held by us about our website users is among the assets transferred. To fulfill the purpose for which you provide it. With your consent.

You can count on us to keep you informed about how we protect your privacy and limit the sharing of information you provide, regardless of what medium is used. Please note that since we cannot control information on other internet sites, we are not responsible for the content of sites linked to amtrustfinancial.com. While we utilize commercially reasonable security measures to protect your PII, due to the open nature of the internet, we cannot guarantee its absolute security. By visiting our website and providing us with your PII, you acknowledge that you understand these risks exist and agree that you are assuming responsibility for these risks.

**This information lets us see how users find our sites, and it tells us which pages users visit most frequently so we can make our websites more useful. we keep this information for an indefinite amount of time to improve the operation of our site and to provide better services to our users.**