

member information

MCP

MEMBER'S NAME (LAST)		(FIRST)		(MIDDLE INITIAL)	
HOME ADDRESS		CITY		STATE	ZIP
E-MAIL ADDRESS		HOME PHONE		CELL PHONE	
VEHICLE IDENTIFICATION NUMBER	YEAR	MAKE	MODEL	VEHICLE PURCHASE PRICE	
CONTRACT TERM (Months / Miles) See Section "6. CONTRACT PERIOD"	CONTRACT PURCHASE DATE	ODOMETER READING AT CONTRACT PURCHASE DATE	CONTRACT PURCHASE PRICE	CONTRACT SALES TAX (IF APPLICABLE)	TOTAL CONTRACT PURCHASE PRICE
EXPIRATION DATE	EXPIRATION MILEAGE	DEDUCTIBLE	OPTIONAL COVERAGE Snow Plow <input type="checkbox"/> Commercial <input type="checkbox"/>	LIENHOLDER	
SELLER		PHONE		FAX	
ADDRESS		CITY		STATE	ZIP

coverage



MECHANICAL BREAKDOWN OR FAILURE (EXCLUSIONARY COVERAGE)

THIS CONTRACT COVERS ALL COMPONENTS AND PARTS IN THE EVENT OF A MECHANICAL BREAKDOWN OR FAILURE, SUBJECT TO THE TERMS, CONDITIONS AND EXCLUSIONS OF THIS CONTRACT.



SUBSTITUTE TRANSPORTATION*

Up to \$50 per day, up to five (5) days or \$250 in total.



TOWING*

Up to \$100 per MECHANICAL BREAKDOWN.



TRIP INTERRUPTION*

Up to \$125 per day, for the first three (3) consecutive days.



ROADSIDE ASSISTANCE*

To request Roadside Assistance benefits call 1-844-237-3498.

*A DEDUCTIBLE DOES NOT APPLY TO THESE COVERAGES.

ADDITIONAL BENEFITS**



KEY REPLACEMENT

Replacement of one (1) key, not to exceed \$800. See section 2 for details.



ROAD HAZARD TIRE AND WHEEL

Repair of tires and wheels is unlimited and replacement is limited to two (2) tires and two (2) wheels damaged due to road hazard. See section 3 for details.



PAINTLESS DENT REPAIR

Repair of up to a total of five (5) minor dents or dings. See section 4 for details.



WINDSHIELD REPAIR

Repair of up to a total of five (5) minor glass chips or cracks to front windshield. See section 5 for details.

**A DEDUCTIBLE DOES NOT APPLY TO THESE BENEFITS.



COVERAGE IS TRANSFERABLE

See section 11 for details.



COVERAGE IS RENEWABLE

See section 12 for details.

YOU (Member) whose signature appears below, acknowledge that: The information contained above is, to the best of YOUR knowledge, true; YOU understand that authorization from the ADMINISTRATOR must be received before any repairs or replacements are performed under this VEHICLE SERVICE CONTRACT. Also, YOU agree to maintain the covered VEHICLE in accordance with the manufacturer's stated periodic maintenance recommendations and this CONTRACT'S guidelines, and keep all receipts of such service. See section "1.C. YOUR RESPONSIBILITIES."

Lift or Leveling Kit Equipment Acknowledgement: If YOUR VEHICLE has a professionally installed leveling kit or suspension lift kit (up to six inches (6")), with a maximum tire size not to exceed two inches (2") taller than the VEHICLE'S tallest factory height option for that VEHICLE when originally manufactured, this CONTRACT will extend coverage to the other covered components listed herein. This CONTRACT does not provide coverage for the lift or leveling kit components themselves, nor any subsequent damage to otherwise covered components resulting specifically from those modifications as determined solely by the ADMINISTRATOR.

Purchase of this coverage is not required to obtain financing or to register a motor vehicle. This is not an automobile liability insurance contract. This CONTRACT contains an arbitration provision (See section "10. ARBITRATION PROVISION").

MEMBER'S SIGNATURE	DATE	AUTHORIZED REPRESENTATIVE'S SIGNATURE
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NO PAYMENT FOR SERVICES WILL BE MADE WITHOUT PRIOR AUTHORIZATION FROM THE ADMINISTRATOR, SEE SECTION 7.

Call (844) 237-3498 for CLAIMS SERVICE and MEMBER SERVICE.

ISSUING PROVIDER / OBLIGOR AND ADMINISTRATOR: SYNERGY ADMINISTRATORS, LLC, P.O. Box 88230 • Atlanta, GA 30356-8230

COVERAGE



MECHANICAL BREAKDOWN OR FAILURE (EXCLUSIONARY COVERAGE).

THIS CONTRACT COVERS ALL COMPONENTS AND PARTS IN THE EVENT OF A MECHANICAL BREAKDOWN OR FAILURE, SUBJECT TO TERMS, CONDITIONS AND EXCLUSIONS (SECTION "1.D. WHAT IS NOT COVERED") OF THIS CONTRACT.



SUBSTITUTE TRANSPORTATION. This CONTRACT provides reimbursement for actual expenses incurred (excluding tips, fuel, collision damage waiver and optional insurance charges) if YOU must use SUBSTITUTE TRANSPORTATION due to the FAILURE of a mechanical part covered by this CONTRACT up to the maximum daily rate of \$50 per day, not to exceed five (5) days or \$250 in total per repair visit. The number of days where SUBSTITUTE TRANSPORTATION reimbursement will be allowed is determined by the FAILURE and the reasonable time to repair that FAILURE, which may include parts delay. Reimbursement is applicable to the following; rental car, rideshare services or taxi service. In addition, SUBSTITUTE TRANSPORTATION will be eligible for reimbursement made for all FAILURES covered by the manufacturer's warranty and not otherwise excluded by this CONTRACT. A DEDUCTIBLE DOES NOT APPLY TO THIS COVERAGE.



TOWING. This CONTRACT provides reimbursement for reasonable towing charges not to exceed \$100 per MECHANICAL BREAKDOWN if YOUR VEHICLE must be towed due to the FAILURE of a part covered by this CONTRACT. Any reimbursement shall be for actual towing charges which exceed any payment that YOU receive from a manufacturer, insurance company or motor club. Reimbursement is only applicable when this VEHICLE has been towed by a licensed towing service. In addition, Towing will be eligible for reimbursement for all FAILURES covered by the manufacturer's warranty and not otherwise excluded by this CONTRACT. A DEDUCTIBLE DOES NOT APPLY TO THIS COVERAGE.



TRIP INTERRUPTION. This CONTRACT provides reimbursement up to \$375, not to exceed \$125 per day, for the first three (3) consecutive days, for costs incurred by YOU for meals and lodging between the date of MECHANICAL BREAKDOWN and the date repairs are completed if MECHANICAL BREAKDOWN to a covered part or FAILURE, which is covered under a manufacturer's warranty and is not otherwise excluded by this CONTRACT, disables YOUR VEHICLE and YOU are required to remain overnight more than 100 miles from YOUR home address while repairs are completed. YOU must provide US with valid lodging and meal receipts in order to be reimbursed. A DEDUCTIBLE DOES NOT APPLY TO THIS COVERAGE.



ROADSIDE ASSISTANCE. This CONTRACT provides Roadside Assistance benefits, effective for a period equal to this CONTRACT TERM, at no additional cost to YOU. YOUR Roadside Assistance benefits, up to a \$100 per occurrence maximum, include the following services: 24-HOUR TOLL-FREE EMERGENCY DISPATCH; EMERGENCY TOWING, EVEN IF REQUIRED FOR SOMETHING OTHER THAN A MECHANICAL BREAKDOWN OR FAILURE; BATTERY JUMP START; FUEL DELIVERY; FLAT TIRE SERVICE; AND LOCKOUT SERVICE. To request Roadside Assistance benefits call 1-844-237-3498.

ADDITIONAL BENEFITS



KEY REPLACEMENT. This CONTRACT provides reimbursement for the replacement of one (1) of YOUR VEHICLE keys provided to YOU at the CONTRACT PURCHASE DATE that are damaged and inoperable, lost or stolen, not to exceed \$800, including any associated programming. See section 2 for details. A DEDUCTIBLE DOES NOT APPLY TO THIS BENEFIT.



ROAD HAZARD TIRE AND WHEEL. This CONTRACT provides reimbursement for repair, or if non-repairable, replacement of YOUR VEHICLE tires and/or wheels damaged due to road hazard on a public roadway resulting in air loss. There are no limitations as to the number of reimbursements for repairs of YOUR VEHICLE tire(s)/wheel(s) that YOU may receive during the term of this CONTRACT. If non-repairable, the number of replacements of YOUR VEHICLE tire(s)/wheel(s) is limited to two (2) tires and two (2) wheels during the term of this CONTRACT. See section 3 for details. A DEDUCTIBLE DOES NOT APPLY TO THIS BENEFIT.



PAINTLESS DENT REPAIR. This CONTRACT provides limited repairs of minor dents and dings, up to four inches (4") in diameter, to exterior painted sheet metal body panels to the VEHICLE. This CONTRACT provides for the repair of up to a total of five (5) minor dents or dings during the term of this CONTRACT as long as conditions herein are met and the damage can be repaired through OUR PDR process. See section 4 for details. A DEDUCTIBLE DOES NOT APPLY TO THIS BENEFIT.



WINDSHIELD REPAIR. This CONTRACT provides limited repairs to minor glass chips or cracks to YOUR VEHICLE'S front windshield that are determined repairable after inspection by and within the sole discretion of OUR technician. This CONTRACT provides for the repair of up to a total of five (5) minor glass chips or cracks during the term of this CONTRACT as long as conditions herein are met and the damage to YOUR VEHICLE'S windshield can be repaired through OUR WINDSHIELD REPAIR process. See section 5 for details. A DEDUCTIBLE DOES NOT APPLY TO THIS BENEFIT.



COVERAGE IS TRANSFERABLE. YOU can transfer this coverage to another private owner of the VEHICLE, subject to terms, conditions and exclusions of this CONTRACT. See section "11. TRANSFER OF THIS CONTRACT" for details.



COVERAGE IS RENEWABLE. YOU can purchase another CONTRACT for the VEHICLE identified in the Member Information section of this CONTRACT prior to the expiration of the current CONTRACT, subject to terms, conditions and exclusions of this CONTRACT. See section "12. RENEWAL OF COVERAGE" for details.

OPTIONAL BENEFITS | COVERAGES

COMMERCIAL: "Commercial" must be checked in the Member Information section of this CONTRACT if YOUR VEHICLE is to be used for COMMERCIAL PURPOSES of any kind. Commercial Coverage does not allow for use of the VEHICLE for livery (for rent or for hire unless used as a RIDESHARE VEHICLE), snow plowing, emergency, taxi or police usage.

SNOW PLOW: "Snow Plow" must be checked in the Member Information section of this CONTRACT if YOUR VEHICLE is to be used for NONCOMMERCIAL snow plowing, provided that YOUR VEHICLE is properly equipped for such use as required by the manufacturer. Please note, however, that the snow plow itself is not a covered part or component.

TERMS AND CONDITIONS

THIS CONTRACT IS SUBJECT TO THE FOLLOWING TERMS, CONDITIONS, LIMITATIONS, EXCEPTIONS AND DEFINITIONS. NO PERSON HAS THE AUTHORITY TO CHANGE THIS CONTRACT OR TO WAIVE ANY OF ITS PROVISIONS. THIS CONTRACT IS FOR THE SOLE BENEFIT OF THE PURCHASER NAMED HEREIN AND APPLIES ONLY TO THE VEHICLE DESCRIBED IN THE MEMBER INFORMATION SECTION OF THIS CONTRACT.

DEFINITIONS:

ADMINISTRATOR: means Synergy Administrators, LLC.

COMMERCIAL PURPOSES: means a vehicle used in commerce or to generate profit, including but not limited to pick-up and delivery service, company pool use, or business travel when the VEHICLE is used by more than one driver, government purposes, deliveries, service or repair calls, route work, job site activities, construction, farming, ranching, hauling or as a RIDESHARE VEHICLE.

CONTRACT: means this VEHICLE SERVICE CONTRACT. It is a CONTRACT between YOU and US.

CONTRACT PURCHASE DATE: means the date that YOU purchased this CONTRACT.

DEDUCTIBLE: means the portion that YOU must pay per visit for a covered repair, as indicated in the Member Information section of this CONTRACT.

FLAT CANCELLATION: means OUR cancellation of this CONTRACT upon the return of this CONTRACT to the ADMINISTRATOR within 60 days after this CONTRACT PURCHASE DATE by YOU and no claim has been requested, authorized or paid to YOU or on YOUR behalf prior to the return of this CONTRACT for a full or 100% return of this CONTRACT purchase price.

IN-SERVICE DATE: means the date the VEHICLE was first put into service, which may not be the date YOU purchased YOUR VEHICLE.

MECHANICAL BREAKDOWN or FAILURE: means the inability of any covered part(s) to perform the function(s) for which it was designed due to defects in material or workmanship of that covered part. The manufacturer has established tolerances for the express purpose of defining FAILURE and serviceability. When specifications exceed these manufacturer's tolerances a FAILURE will be considered to have occurred.

RIDESHARE VEHICLE: means a car service where a person arranges for transportation via a privately-owned vehicle, e.g. Uber, Lyft.

SELLER: means the company from whom YOU purchased this CONTRACT.

VEHICLE: means the VEHICLE described in the Member Information section of this CONTRACT.

WE, US, OUR: means the Issuing Provider/Obligor of this CONTRACT.

YOU, YOUR: means the purchaser of this CONTRACT.

1. GENERAL TERMS AND CONDITIONS

A. ONE-TIME DEDUCTIBLE GUARANTEE

Once a part is repaired or replaced under the terms and conditions of this CONTRACT, any DEDUCTIBLE amount for future repair or replacement of that part will be waived, for the term of this CONTRACT.

B. OUR RESPONSIBILITIES

WE agree to repair, replace or reimburse YOU for the reasonable cost to repair or replace any of the parts covered, if required due to a MECHANICAL BREAKDOWN or FAILURE. At OUR election, WE will repair or pay the cost of repair for any MECHANICAL BREAKDOWN or FAILURE of a covered part. WE agree to repair, replace and/or reimburse YOU for those ADDITIONAL BENEFITS which are covered as set forth in sections 2, 3, 4 and 5 of this CONTRACT.

C. YOUR RESPONSIBILITIES

To keep this CONTRACT valid, YOU must have YOUR VEHICLE serviced as recommended by the VEHICLE manufacturer. If requested, proof of required service including verifiable receipts showing date and mileage of the VEHICLE at the time of service must be presented in order to have repairs begun on YOUR VEHICLE. Service within 1,000 miles and/or 30 days of the manufacturer's recommended interval shall be considered compliant under the terms of this CONTRACT.

Upon customary and reasonable notice of the occurrence of a MECHANICAL BREAKDOWN or FAILURE or ROAD HAZARD TIRE & WHEEL damage, YOU shall protect the VEHICLE from further damage, whether or not such MECHANICAL BREAKDOWN or FAILURE or ROAD HAZARD TIRE & WHEEL damage is covered by this CONTRACT. Any operation of the VEHICLE that results in further damage, related to the original MECHANICAL BREAKDOWN or FAILURE or ROAD HAZARD TIRE & WHEEL damage, shall be considered YOUR failure to protect the VEHICLE and shall not be covered under this CONTRACT. YOU are responsible for making sure the oil warning light/gauge and the temperature warning light/gauge are functioning before driving the VEHICLE. YOU are required to safely pull YOUR VEHICLE off the road and shut off the engine immediately when either of these lights/gauges indicates a problem.

YOU must give YOUR authorization to the licensed repair facility for teardown to diagnose a problem.

D. WHAT IS NOT COVERED

1. MECHANICAL BREAKDOWN or FAILURE or ADDITIONAL BENEFITS:

- a. When repairs or replacements are performed without prior authorization.
- b. Caused by negligence, misuse or abuse.
- c. Related to optional coverage when the applicable Optional Coverage box in the Member Information section has not been checked.
- d. Covered by warranty, repairer's guarantee, other service contract or insurance policy, regardless of whether each: can or cannot be honored or collected or is unavailable for any reason, including such entity or person providing the warranty, repairer's guaranty, other service contract or insurance policy has ceased normal business operations, has bankruptcy proceedings commenced by or against it or a receiver or trustee is appointed to oversee the property of such entity or person or such entity or person makes an assignment for the benefit of creditors.
- e. Of any part(s), component(s) or repair(s) described as covered by the manufacturer, distributor or importer's warranty for the term and mileage of such coverage at the time of first retail sale, regardless of whether such warranty for part(s), component(s) or repair(s): can or cannot be honored or collected or is invalidated for any reason, including if the manufacturer, distributor or importer has ceased normal business operations, has bankruptcy proceedings commenced by or against it or a receiver or trustee is appointed to oversee the property of such entity or such entity makes an assignment for the benefit of creditors.
- f. If YOUR VEHICLE is used for COMMERCIAL PURPOSES of any kind unless Commercial is checked in the Member Information section of this CONTRACT. Commercial Coverage does not allow for use of the vehicle for livery (for rent or for hire unless used as a RIDESHARE VEHICLE), snow plowing, emergency, taxi or police usage.
- g. If Commercial and/or Snow Plow is checked in the Member Information section of this CONTRACT and YOUR VEHICLE is used for snow plowing and/or commercially, in a manner which is not included in those respective coverages.
- h. If YOUR VEHICLE is used for racing on or off road, competition or speed contests.
- i. If YOUR VEHICLE is used for towing a trailer in excess of 2,000 lbs. unless equipped with a factory-approved towing kit and the weight of the trailer does not exceed manufacturer's specifications.
- j. Where it is determined that for more than one (1) month or 1,000 miles the odometer has been inaccurate, inoperative or altered so that the VEHICLE'S true mileage cannot be verified.
- k. That is a direct result of a mechanical or structural defect when the manufacturer, distributor or importer has announced a public recall for the purpose of correcting such defect regardless of whether the manufacturer, distributor or importer can or cannot honor or correct such recalled defect or is unavailable for any reason, including such entity or person providing the public recall has ceased normal business operations, has bankruptcy proceedings commenced by or against it or a receiver or trustee is appointed to oversee the property of such entity or person or such entity or person makes an assignment for the benefit of creditors.
- l. That is reasonably determined by the ADMINISTRATOR to have occurred prior to this CONTRACT'S effective date or which is reported after this CONTRACT'S expiration.
- m. Caused by a lack of maintenance, such as maintenance of the constant velocity joint boot, timing belt and brake pads (see maintenance requirements in section "1.C. YOUR RESPONSIBILITIES").
- n. Caused by any external cause such as collision, theft, freezing, fire, vandalism, riot or explosion, lightning, earthquake, windstorm, hail, volcanic eruption, water or flood.
- o. Of any part damaged by fire, regardless of cause.
- p. Arising out of the FAILURE of an otherwise covered part whose FAILURE has been determined by the ADMINISTRATOR to be affected by modifications and/or alterations to the VEHICLE that do not meet the manufacturer's specifications, and have not been approved by the manufacturer's authorized representative. (Some examples: over or undersized tires or rims, exhaust or intake system modifications, ignition or fuel system modifications, suspension or steering system modifications).
- q. Due to continued operation and failure to protect the VEHICLE

TERMS AND CONDITIONS (CONTINUED)

- from further damage caused by lack of necessary coolants or lubricants.
- r. Of a covered part damaged by a non-covered part.
 - s. Of a covered part which is damaged by or as a result of varnish, sludge, fuel or lubricant contamination, rust or corrosion, regardless of cause.
 - t. Any damages resulting from pre-ignition or detonation, regardless of cause.
2. **INCIDENTAL OR CONSEQUENTIAL LOSS OR DAMAGE UNDER THIS CONTRACT INCLUDING, BUT NOT LIMITED TO, LIABILITY FOR INJURY, LOSS OF LIFE, PROPERTY DAMAGE, LOSS OF USE, LOSS OF TIME OR INCONVENIENCE.**
 3. **Storage and freight charges.**
 4. **Repairs to any non-covered parts, unless damaged by a covered part.**
 5. **The cost of teardown, disassembly or assembly if coverage cannot be applied.**
 6. **Diagnostic and/or teardown procedures that are not listed, or are in excess of the times listed in the current year's national flat rate hourly guide in conjunction with a covered repair.**
 7. **Adjustments necessary to correct squeaks, rattles, water leaks or wind noise.**
 8. **Maintenance/Parts:**
 - a. **Unless required as part of a covered repair: parts and maintenance items/procedures such as engine tune-ups, spark plugs, spark plug wires, glow plugs, filters, brake pads, brake shoes, brake linings, brake rotor, suspension alignment, all hoses (except for air conditioning lines and hoses), belts and wiper blades.**
 - b. **Unless required as part of a covered repair: adjustments, lubricants, coolants and fluids.**
 - c. **Other maintenance services and parts described in the manufacturer's maintenance schedule for the covered VEHICLE.**
 9. **Other Parts not covered:**
 - a. **Any non-factory installed items, regardless of cause.**
 - b. **Bright metal, sheet metal, bumpers, ornamentation moldings, carpet, upholstery, paint, exhaust system, catalytic converter, brake drums, MacPherson strut cartridge insert or shock absorbers, batteries, battery cables, lenses, light bulbs, sealed beams, glass, interior trim, manual clutch components, body seals and gaskets (e.g., weather stripping).**
 - c. **Convertible tops, glass, plastic, framing, cables or seals.**
 10. **Additional loss or damage which is occasioned by this CONTRACT holder or operator's failure to use all reasonable precautions to protect the VEHICLE from any further loss or damage after a MECHANICAL BREAKDOWN or FAILURE or ROAD HAZARD TIRE & WHEEL damage has occurred.**
 11. **Any costs if verifiable receipts as required in section "1.C. YOUR RESPONSIBILITIES" are not furnished on request.**
 12. **The repair of valves and/or rings for the purpose of raising the engine's compression when a MECHANICAL BREAKDOWN or FAILURE has not occurred.**
 13. **Any VEHICLE determined to be a previous flood or salvage vehicle or on which the title to the VEHICLE has been altered or "washed".**

E. COVERAGE LIMITS

Liability shall be limited to the reasonable price for repair or replacement of any covered part, not to exceed the manufacturer's suggested retail price. The "Reasonable Price" for repair or replacement is based upon nationally recognized flat rate and/or factory manuals. Replacement may be made with parts of like kind and quality, when available.

In no event will the liability for each MECHANICAL BREAKDOWN or FAILURE, under this CONTRACT, exceed the clean retail value of the VEHICLE established by NADA (Official Used Car Guide) at the time immediately preceding the MECHANICAL BREAKDOWN or FAILURE. Additionally, the total of all benefits payable during the CONTRACT TERM, as defined in section 6, shall never exceed the Vehicle Purchase Price which is listed in the Member Information section of this CONTRACT. If YOUR CONTRACT was not purchased in conjunction with the purchase of the VEHICLE, the total of all benefits payable shall never exceed the clean retail value of the VEHICLE as established by NADA (Official Used Car Guide) at the time of the CONTRACT purchase. In the event the liability limits set forth in this paragraph are exceeded, the Service Contract Purchase Price shall be deemed fully earned and no future coverage will be available.

2. KEY REPLACEMENT

A. WHAT IS COVERED

This CONTRACT provides reimbursement for the replacement of one (1) of YOUR VEHICLE keys provided to YOU at this CONTRACT PURCHASE DATE that are damaged and inoperable, lost or stolen, not to exceed \$800, including any associated programming. YOU are eligible for this KEY REPLACEMENT benefit one time during the CONTRACT PERIOD. Coverage is not extended to a key which was not provided at this CONTRACT PURCHASE DATE. Additionally, this CONTRACT covers the replacement of keys on YOUR VEHICLE key ring, including the

transponder and any applicable programming. See below for additional coverage details:

- Additional key replacement coverage – If YOUR VEHICLE key is lost or stolen triggering the KEY REPLACEMENT benefit above, WE will also pay to replace additional keys that were on that lost or stolen key ring. Additional keys that are covered include those that are on YOUR VEHICLE key ring, including, but not limited to keys for cars, trucks, boats, trailers, RV and personal items such as lock boxes and safes. The maximum benefit for additional key replacement is limited to \$200, regardless of the number of additional keys.
- With the purchase of this CONTRACT, YOU will receive the following complimentary Roadside Assistance benefits:
 - » 24-Hour Emergency VEHICLE Lock-Out Assistance – If the key for YOUR VEHICLE is damaged and inoperable, lost or stolen, or locked in YOUR VEHICLE, assistance will be provided to unlock YOUR VEHICLE. Call our toll-free, 24-Hour Assistance line for lockout assistance. Locksmith services are covered up to a maximum limit of \$85 per occurrence.
 - » 24-Hour Emergency Home Lock-Out Assistance – If YOU are locked out of YOUR home, WE will provide locksmith services to unlock YOUR home. Home lock-out assistance is covered up to a maximum limit of \$85 per occurrence. If a key has to be made for YOUR home, WE will provide one (1) key replacement for the term of YOUR CONTRACT. YOU must demonstrate proof of residence, such as a valid driver's license with the address indicated, and be present at the residence for home lock-out services.

B. WHAT KEY REPLACEMENT DOES NOT COVER (IN ADDITION TO SECTION 1(D))

1. **Inoperability due to loss of battery charge or battery failure of the key(s).**
2. **Replacement of any key that was not delivered to YOU at the CONTRACT PURCHASE DATE.**
3. **Repair or damage to YOUR residence, VEHICLE or other property.**

3. ROAD HAZARD TIRE AND WHEEL

A. WHAT IS COVERED

This CONTRACT provides reimbursement for repair, or if non-repairable, replacement of YOUR VEHICLE tires and/or wheels damaged due to road hazard on a public roadway resulting in air loss as described herein:

- **TIRE:** YOUR VEHICLE original tires as supplied by the manufacturer and replacement tires of like kind and quality for the term of this CONTRACT, if damaged from glass, metal punctures, or other road hazard on a public roadway. No coverage shall be applied if any portion of YOUR VEHICLE tires' tread depth is below 3/32" at the time of blow out or flat.
- **WHEEL:** YOUR VEHICLE original wheels as supplied by the manufacturer and replacement wheels of like kind and quality that are rendered unserviceable if damaged due to road hazard on a public roadway for the term of this CONTRACT. Unserviceable means that the wheel is unable to seal with the tire, resulting in air loss. No coverage shall be applied if any portion of YOUR VEHICLE tires' tread depth is below 3/32" at the time of blow out or flat.

B. COVERAGE LIMITS

As long as conditions herein are met, there are no limitations as to the number of reimbursements for repairs of YOUR VEHICLE tire(s)/wheel(s) that YOU may receive during the term of this CONTRACT.

If non-repairable, the number of replacements of YOUR VEHICLE tire(s)/wheel(s) is limited to two (2) tires and two (2) wheels during the term of this CONTRACT.

This CONTRACT will cover the repair and/or replacement of tires and/or wheels that were not supplied by the manufacturer ("AFTERMARKET TIRE(S)/WHEEL(S)"). However, the cost of repair and/or replacement of AFTERMARKET TIRES/WHEELS shall be limited to and shall not exceed the cost that would have been incurred to repair and/or replace the originally installed manufacturer tires and/or wheels. For example, if the cost to replace an AFTERMARKET TIRE/WHEEL is \$200 and the cost to have replaced the originally installed tire is \$100, this CONTRACT will cover \$100 of the cost of the replacement of the AFTERMARKET TIRE/WHEEL. The remainder of the replacement cost of the AFTERMARKET TIRE/WHEEL shall remain YOUR responsibility.

C. WHAT ROAD HAZARD TIRE AND WHEEL DOES NOT COVER (IN ADDITION TO SECTION 1(D))

1. **Tire and/or wheel damage due to traffic accident, improper inflation, overloading, dry-rot, tread separation, defective tire or curb impact damage.**
2. **Wheel damage as a result of continued operation on a flat tire.**

4. PAINTLESS DENT REPAIR

A. WHAT IS COVERED

This CONTRACT provides limited repairs of minor dents and dings, up to four inches (4") in diameter, to exterior painted sheet metal body panels to the VEHICLE. Service under this CONTRACT will not be provided on a particular dent or ding in the event that OUR technician determines, within his sole discretion, that the damage cannot be repaired using OUR PDR process.

B. COVERAGE LIMITS

This CONTRACT provides for the repair of up to a total of five (5) minor dents or dings during the term of this CONTRACT as long as conditions herein are met and the damage can be repaired through OUR PDR process. The performance of work for prescribed repairs as stated in section "4.A. WHAT IS COVERED" constitutes the sole remedy available under this CONTRACT for PAINTLESS DENT REPAIR.

C. WHAT PAINTLESS DENT REPAIR DOES NOT COVER (IN ADDITION TO SECTION 1(D))

1. **Dents that are non-repairable using the PDR process.**
2. **Environmental damage; including rust, corrosion, hail and damage from chemicals.**
3. **Chrome or unpainted portions of YOUR VEHICLE, glass, plastic or other non-metal exterior sections of the VEHICLE'S body.**
4. **Magnesium panels, bumpers and grills.**
5. **Any damage to the interior of the VEHICLE or the undercarriage of the VEHICLE.**
6. **Chips, cracks or other damage to the paint on the surface of the VEHICLE.**
7. **Dents, dings or creases that will damage the body or paint finish if the PDR process is utilized.**
8. **Dents or dings that are not capable of being completely repaired by the PDR process.**
9. **Dents or dings that must be repaired using putty, sanding, bonding, primer or paint.**
10. **Dents or dings where access is restricted due to manufacturer bracing, double metal panels, aftermarket installations or other access limitations.**
11. **Dents or dings on roof panels equipped with a sunroof or a moonroof.**
12. **Dents or dings over four inches (4") in diameter.**
13. **Repairs that are not capable, at the sole determination of OUR technician, of being completely repaired using standard industry repair methods specific to the type of damage for which repair service is provided under this CONTRACT.**

5. WINDSHIELD REPAIR

A. WHAT IS COVERED

This CONTRACT provides limited repairs to minor glass chips or cracks to YOUR VEHICLE'S front windshield that are determined repairable after inspection by and within the sole discretion of OUR technician through OUR WINDSHIELD REPAIR process.

B. COVERAGE LIMITS

This CONTRACT provides for the repair of up to a total of five (5) minor glass chips or cracks during the term of this CONTRACT as long as conditions herein are met and the damage to YOUR VEHICLE'S windshield can be repaired. The performance of work for prescribed repairs as stated in section "5.A. WHAT IS COVERED" constitutes the sole remedy available under this CONTRACT for WINDSHIELD REPAIR.

C. WHAT WINDSHIELD REPAIR DOES NOT COVER (IN ADDITION TO SECTION 1(D))

1. **Glass chips larger than a half dollar coin.**
2. **Cracks more than two inches (2") long, unless deemed repairable by OUR technician.**
3. **Chips or cracks that could impair the line of sight of the driver or create other safety issues.**
4. **Environmental damage; including rust, corrosion, hail and damage from chemicals.**
5. **Damage to glass surfaces of YOUR VEHICLE, other than the windshield.**
6. **Damage to the VEHICLE that requires replacement of the entire windshield.**
7. **Repairs that are not capable, at the sole determination of OUR technician, of being completely repaired using standard industry**

repair methods specific to the type of damage for which repair service is provided under this section.

6. CONTRACT PERIOD

The time and mileage limits of the term selected start on this CONTRACT PURCHASE DATE and from the mileage on the odometer on that date. Coverage expires upon the earlier to occur of the following: (i) the length of time of the term selected is reached or (ii) the total mileage on the VEHICLE is equal to the sum of the selected mileage plus the stated mileage on the VEHICLE at this CONTRACT PURCHASE DATE.

7. HOW TO OBTAIN SERVICE

A. IN CASE OF MECHANICAL BREAKDOWN OR FAILURE

1. In the event of MECHANICAL BREAKDOWN or FAILURE, YOU may take YOUR VEHICLE to any licensed repair facility. Authorization from the ADMINISTRATOR, verified by issuance of an authorization code, must be received before any repairs are performed under this CONTRACT.

- a. Have YOUR CONTRACT number, mileage and date of FAILURE ready for the ADMINISTRATOR.
- b. Have the authorized service representative contact the ADMINISTRATOR.

Upon OUR request, YOU must allow the ADMINISTRATOR to inspect YOUR VEHICLE to gather necessary information regarding any claim.

2. Submitting A Claim:

Once the claim has been authorized, YOU are responsible for payment of the DEDUCTIBLE and any items not covered by this CONTRACT. Submit the following to the ADMINISTRATOR:

- a. A legible, itemized repair order signed by YOU.
- b. All sublet bills, towing and rental receipts, when applicable.
- c. All lodging and meal receipts, when applicable.

B. FOR KEY REPLACEMENT:

To arrange for KEY REPLACEMENT service under this CONTRACT, YOU must first call US at 1-844-237-3498 to obtain prior authorization before work on a key or a key replacement commences. YOU MAY NOT SEEK SERVICE FROM ANY OTHER VENDOR, OR RECEIVE ANY OTHER PROVISION OF SERVICE UNDER THIS CONTRACT, WITHOUT OUR PRIOR APPROVAL. YOU may be asked to take YOUR VEHICLE to a participating automobile dealer to obtain services. Additionally:

- All damaged and inoperable VEHICLE keys must be made available to the repairing dealer for inspection prior to the replacement of such VEHICLE keys.
- The repairing dealer must send a copy of the original repair order to US for final payment.
- WE will pay the repairing dealer directly on YOUR behalf as soon as a complete repair order is received. YOU will not have to pay the repairing dealer for any services provided up to the covered limits. See section "2.A. WHAT IS COVERED" for YOUR coverage limits.
- WE do not cut, order or program any lost or damaged keys.

C. FOR ROAD HAZARD TIRE AND WHEEL:

In the event of ROAD HAZARD TIRE AND WHEEL damage, YOU may take YOUR VEHICLE to any licensed repair facility. Prior authorization from the ADMINISTRATOR, verified by issuance of an authorization code, must be received before any repairs are performed.

- Have YOUR CONTRACT number, mileage and date of failure ready for the ADMINISTRATOR.
- Have the licensed repair facility contact the ADMINISTRATOR. Upon OUR request, YOU must allow the ADMINISTRATOR to inspect YOUR VEHICLE to gather necessary information regarding any claim.
- The ADMINISTRATOR will offer to pay the licensed repair facility directly for YOUR claim via corporate credit card. If the licensed repair facility refuses to accept credit card payments, YOU will be reimbursed for out of pocket payments YOU make for COVERED REPAIRS under this CONTRACT up to the authorized amount. If YOU are submitting a claim for reimbursement, YOU must submit the following to the ADMINISTRATOR:
 1. A legible, itemized repair order, signed by YOU.
 2. All sublet bills, when applicable.

D. FOR PAINTLESS DENT REPAIR AND WINDSHIELD REPAIR:

To arrange for these services under this CONTRACT, YOU must first call 1-844-237-3498 to obtain prior authorization. Once authorization is granted, YOU will be contacted by a qualified technician. YOU MAY NOT SEEK SERVICE FROM ANY OTHER VENDOR, OR RECEIVE ANY OTHER PROVISION OF SERVICE UNDER THIS CONTRACT, WITHOUT PRIOR

TERMS AND CONDITIONS (CONTINUED)

APPROVAL OF THE ADMINISTRATOR. YOU may be asked to take YOUR VEHICLE to a participating automobile dealer to obtain services.

8. TERRITORY

This CONTRACT applies only to a MECHANICAL BREAKDOWN or FAILURE, loss or damage occurring within the United States of America, its territories/ possessions and Canada.

9. SUBROGATION

YOU are entitled to complete reimbursement for YOUR loss before the ADMINISTRATOR is entitled to subrogation proceeds. YOU agree that WE, after honoring a claim on YOUR CONTRACT, have all rights of subrogation against those who may be responsible for YOUR MECHANICAL BREAKDOWN. YOU shall do whatever is necessary to secure such rights. YOU shall do nothing to prejudice such rights, and YOU shall execute and deliver to US instruments and papers required to either secure or maintain such rights. All amounts recovered by YOU for which YOU were previously reimbursed under this CONTRACT shall become OUR property or the property of OUR designee and shall be forwarded to same by YOU, up to the total amount paid by US under this CONTRACT, except that YOU must be made whole before WE may retain any amounts WE have recovered.

10. ARBITRATION PROVISION

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

A. Arbitration is a method of resolving any claim, dispute or controversy without filing a lawsuit. In this Arbitration Provision, YOU, WE and the ADMINISTRATOR (the "Parties") are waiving our right to go to court and are agreeing instead to submit any claims, disputes or controversies between the Parties to binding arbitration. This Arbitration Provision sets forth the terms and conditions of our agreement to binding arbitration. The Parties agree and acknowledge that YOUR purchase of this CONTRACT affects interstate commerce and the Federal Arbitration Act ("Act") applies to this Arbitration Provision.

B. The Parties agree to resolve all claims, disputes and controversies (collectively "Claims") related in any way to this CONTRACT by binding arbitration, including but not limited to Claims related to the sale of this CONTRACT and the relationship(s) and duties among the Parties, and including further, without limitation, Claims arising under contract, tort, statute, regulation, rule, ordinance or other rule of law or equity. In addition, the arbitrator shall decide issues related to the applicability, scope and validity of this Arbitration Provision. Notwithstanding this agreement to arbitrate, each of the Parties retains the right to seek remedies in small claims court to resolve any Claim within the jurisdiction of small claims court. By signing this CONTRACT, YOU acknowledge YOUR understanding that all Parties hereunder are waiving their rights to go to court, except for small claims court, to resolve any Claims arising under this CONTRACT between or among the Parties.

C. YOU agree and hereby expressly waive any right YOU may have to litigate in small claims court, state, county or federal court any Claim on a class-action basis or in any other collective or representative proceeding as either a representative or member of a class, or as a private attorney general, or to otherwise pursue any Claim in a class-action in small claims, state, county or federal court. Notwithstanding anything to the contrary in this Arbitration Provision, any dispute regarding the validity and effect of this Class Action Waiver prohibiting YOU from participating in or filing a class-action in any court shall be determined exclusively by a court.

D. The arbitration shall be administered by JAMS, The Resolution Experts ("JAMS") or the American Arbitration Association ("AAA") as mutually agreed upon by the Parties. The arbitration shall be governed pursuant to the JAMS or AAA Rules and Procedures or other applicable JAMS or AAA rules or procedures ("Code"), except to the extent the Code or other applicable rules or procedures conflicts with this Arbitration Provision. The arbitration will take place before a single, neutral arbitrator selected in accordance with the AAA or JAMS Code in effect at the time the arbitration is commenced. YOU have a right to attend the arbitration hearing in person. Any hearing for the arbitration will be held in the county that YOU live in, the closest AAA or JAMS location to YOUR residence or another mutually-agreed-upon hearing location. For information about how to initiate arbitration with JAMS, the Parties shall refer to the JAMS Code and forms at www.jamsadr.com or call (800) 352-5267. For information about how to initiate arbitration with the AAA, the Parties shall refer to the AAA Code and forms at www.adr.org or call (800) 778-7879.

E. If YOU initiate arbitration with AAA, YOU must pay any AAA filing fee and/or arbitrator's fee in effect at the time YOU initiate arbitration. If YOU initiate arbitration with JAMS, YOU must pay YOUR arbitration fees up to a maximum of \$250. WE will pay all other remaining arbitration

costs and expenses, including any remaining AAA costs or expenses or JAMS Case Management Fee and all remaining, reasonable professional fees for the arbitrator's services. If WE initiate arbitration against YOU, WE will pay YOUR filing fee and all costs associated with the arbitration. Each Party shall bear the expense of that Party's attorneys, expert witnesses and other witnesses, regardless of which party prevails in the arbitration. To the extent that applicable law or rules or regulations permit the recovery of attorneys' fees or other costs or expenses by a prevailing Party, this Arbitration Provision does not limit such recovery.

- F.** An arbitration award may not be set aside except upon the limited circumstances set forth in the Federal Arbitration Act. An award in arbitration will be enforceable under the Federal Arbitration Act by any court having jurisdiction.
- G.** The time for commencing an arbitration asserting any Claim shall be determined by reference to the applicable statute(s) of limitations, including the applicable rules governing the commencement of the limitations period, and a Claim in arbitration is barred to the same extent it would be barred if it were asserted in court rather than in arbitration.
- H.** Nothing herein is intended or should be construed as consent to class-action or representative arbitration. By signing this CONTRACT, the Parties agree and acknowledge that there is no agreement of any kind between the Parties to conduct any arbitration on a class-action or collective basis, by YOU as a representative of others, a private attorney general or a member of a class. The Parties collectively and YOU, individually, acknowledge and do not agree to arbitration of any Claim hereunder on a class-action, collective or representative basis under any circumstances.
- I.** If any portion of this Arbitration Provision is deemed invalid or unenforceable, the remaining portions of this Arbitration Provision shall nevertheless remain valid and enforceable, provided, however, that if the portions regarding YOUR waiver of class-action rights (Paragraph C) or the Parties' acknowledgement not to consent to class arbitration (Paragraph H) are deemed invalid or unenforceable, then this Arbitration Provision shall, upon election of any Party, be invalidated and unenforceable in its entirety.
- J.** In the event of a conflict or inconsistency between this Arbitration Provision and the other provisions of this CONTRACT or any prior agreement, this Arbitration Provision governs. See section "15. ADDITIONAL STATE INFORMATION" for supplementary state specific arbitration language.

11. TRANSFER OF THIS CONTRACT

Contact the ADMINISTRATOR and submit the following:

- A letter requesting that WE transfer this CONTRACT to the new owner ("Transferee").
- \$50 transfer fee.
- A copy of this CONTRACT, if requested.
- Written evidence verifying all maintenance requirements have been met.
- A copy of documentation evidencing change of ownership and mileage at date of sale.
- Photocopies of documents sent to the manufacturer verifying transference of factory warranty, if applicable.

Additional Transfer Conditions:

- This CONTRACT cannot be transferred to another vehicle. It can only be transferred to a different private owner of the same VEHICLE.
- The VEHICLE is subject to inspection upon a transfer.
- Transfer must take place within 30 days of change of ownership.
- YOU are prohibited from transferring this CONTRACT to a vehicle dealer or to the customer of a vehicle dealer.
- All remaining underlying warranties to the VEHICLE must be transferred to the new owner.
- Certain coverage limits might have already been used.
- The Transferee may not cancel this CONTRACT.

12. RENEWAL OF COVERAGE

YOU may purchase another CONTRACT for the VEHICLE identified in the Member Information section of this CONTRACT prior to the expiration of this CONTRACT, subject to the following:

- The VEHICLE is eligible for whichever term YOUR VEHICLE qualifies for under then current underwriting guidelines.
- Renewal of Coverage is requested by YOU in writing to the ADMINISTRATOR prior to 15 days and 1,000 miles before expiration

TERMS AND CONDITIONS (CONTINUED)

of this CONTRACT. See section "6. CONTRACT PERIOD" to determine when this CONTRACT expires.

- c. YOU must provide US with verifiable service records indicating proper maintenance to the VEHICLE has been performed.
- d. The VEHICLE is made available for inspection, if requested by US or the ADMINISTRATOR.

13. CANCELLATION

THIS SECTION APPLIES ONLY TO THE ORIGINAL PURCHASER OF THIS CONTRACT.

YOU MAY CANCEL THIS CONTRACT BY NOTIFYING THE SELLER OR THE ADMINISTRATOR IN WRITING AND BY SUBMITTING THE FOLLOWING DOCUMENTS AND INFORMATION:

- a. This CONTRACT.
- b. Verification of mileage at the time of request.
- c. IF REPOSSESSED: supply copy of repossession papers.
- d. IF TOTALED: supply copy of insurance company's verification of loss.
- e. IF LIEN HAS BEEN PAID: supply discharge of lien from lienholder.

In the event of cancellation of this CONTRACT within the first 60 days, YOU are entitled to a full refund, provided no claim has been authorized or paid. After 60 days, or if a claim has been authorized or paid, YOU will receive a pro rata refund based on the greater of days in force or the miles driven related to the term of this CONTRACT, minus a \$50 cancellation fee. Any pro rata cancellation refund due under this CONTRACT will be calculated using the date WE receive a cancellation request from YOU or YOUR authorized representative. In the event YOU no longer own the VEHICLE and provide documentation to US within 30 days of the ownership change, YOUR CONTRACT will be cancelled effective the date YOU no longer own the VEHICLE. In the event the cost of this CONTRACT is part of a retail sales contract, any lienholder may be named on the refund check where permitted by law (unless the cancellation is accompanied by a discharge of lien). In the case of a repossession or total loss, then the lienholder may have the right to cancel this CONTRACT effective the date YOUR VEHICLE was repossessed or totaled and may, at OUR option, be the sole payee of any refund check. See section "16. STATE SPECIFIC CANCELLATION CLAUSES" for supplementary state specific cancellation language.

This CONTRACT cannot be cancelled by US except for fraud or material misrepresentation on YOUR part or for YOUR failure to pay for this CONTRACT.

14. INSURANCE

OUR obligations to YOU under this CONTRACT are insured under a service contract reimbursement insurance policy issued by Securian Casualty Company, 2960 Riverside Drive, Macon, GA 31204. In the event WE do not pay any covered claim within 60 days after proof of loss has been filed or WE cease to do business or go bankrupt, YOU may make a direct claim to the insurer. The phone number is (800) 849-4265.

Any person who knowingly and with intent to injure, defraud or deceive any insurer files a statement of claim or application containing false, incomplete or misleading information will be prosecuted to the full extent of the law.

15. ADDITIONAL STATE INFORMATION

- ALASKA: If WE fail to provide a covered service under the terms of this CONTRACT within 30 days after YOU notify US of the claim, YOU are entitled to apply directly to the insurer for payment of OUR obligation.
- COLORADO: Securian Casualty Company policy no. SVXC503.
- CONNECTICUT: If YOUR CONTRACT term expires while YOUR VEHICLE is in the licensed repair facility for an authorized repair, YOUR CONTRACT will be automatically extended while any authorized repairs covered under YOUR CONTRACT are being done and YOUR VEHICLE is in the custody of the repair shop. The ADMINISTRATOR is required to make reasonable efforts with YOU to resolve disputes regarding this Agreement. If the ADMINISTRATOR and YOU cannot make an Agreement, YOU may file a written complaint with the State of Connecticut at P.O. Box 816, Hartford, CT 06142-0816; Attention: Consumer Affairs. The written complaint must contain a description of the dispute, the purchase or lease price of the VEHICLE, the cost of repair of the VEHICLE and a copy of this CONTRACT.
- IDAHO: Coverage afforded under this CONTRACT is not guaranteed by the Property and Casualty Guarantee Association.
- ILLINOIS: THIS CONTRACT DOES NOT PROVIDE COVERAGE FOR WEAR AND TEAR FOR THE FOLLOWING BENEFITS: KEY REPLACEMENT, ROAD HAZARD TIRE AND WHEEL, PAINTLESS DENT REPAIR AND WINDSHIELD REPAIR.

- INDIANA: This is not an automobile liability insurance contract and is not subject to Indiana insurance law. Under section "1.D. WHAT IS NOT COVERED" item 1, bullet "I" is deleted in its entirety and replaced by the following language: "That is known by YOU and is reasonably determined by the ADMINISTRATOR to have occurred prior to this CONTRACT'S effective date, or which is reported after this CONTRACT'S expiration." In section "10. ARBITRATION PROVISION", the following is hereby added after all instances of the term "binding arbitration" referenced in the first paragraph and in items A and B: "provided all Parties mutually agree at the time of the dispute or Claim." For section "14. INSURANCE", the last two sentences are deleted in their entirety and replaced by the following language: "In the event WE do not pay or provide service for any covered claim, including any claim for the return of the unearned portion of the cost of this CONTRACT, within 60 days after proof of loss has been filed or WE cease to do business or go bankrupt, YOU may make a direct claim to the insurer. The phone number is (800) 849-4265. Proof of YOUR payment for this CONTRACT to the SELLER or ADMINISTRATOR that issued this CONTRACT constitutes proof of payment to the reimbursement insurer that issued the reimbursement policy for this CONTRACT."
- IOWA: For problems or questions pertaining to this CONTRACT, YOU may contact the Iowa Commissioner at the Iowa Insurance Division, Two Ruan Center, 601 Locust Street, 4th Floor, Des Moines, Iowa 50309-3738, (515) 281-5705.
- KENTUCKY: Transfer fee is not applicable.
- LOUISIANA: This CONTRACT is not insurance and is not regulated by the Department of Insurance. Any concerns or complaints regarding this CONTRACT may be directed to the attorney general. Under section "7.A. IN CASE OF MECHANICAL BREAKDOWN or FAILURE", item 1 is amended to include the following language: "In the event of a MECHANICAL BREAKDOWN or FAILURE after the ADMINISTRATOR'S office hours, YOU may immediately take YOUR VEHICLE to any licensed repair facility for necessary repairs. The licensed repair facility must contact the ADMINISTRATOR on the next business day to begin the claim process and to determine whether the MECHANICAL BREAKDOWN or FAILURE is covered pursuant to this CONTRACT'S provisions. Nothing herein authorizes repairs not otherwise covered under this CONTRACT."
- MAINE: Under section "7.A. IN CASE OF MECHANICAL BREAKDOWN or FAILURE", item 1 is amended to include the following language: In the event of a MECHANICAL BREAKDOWN or FAILURE after the ADMINISTRATOR'S office hours, contact the ADMINISTRATOR as soon as reasonably possible to report the FAILURE. For section "14. INSURANCE", the second sentence is deleted in its entirety and replaced by the following: "In the event WE do not pay or provide service for any covered claim, including any claim for the return of the unearned portion of the cost of this CONTRACT, within 60 days after proof of loss has been filed or in the event of bankruptcy, YOU are entitled to make a direct claim with the insurer."
- MARYLAND: If YOUR CONTRACT term expires while YOUR VEHICLE is in the licensed repair facility for an authorized repair, YOUR CONTRACT will be automatically extended while any authorized repairs covered under YOUR CONTRACT are being done and YOUR VEHICLE is in the custody of the repair shop.
- MISSISSIPPI and OREGON: Section "10. ARBITRATION PROVISION" is not applicable and is considered removed, for residents of the State of Mississippi and Oregon.
- NEBRASKA: THIS CONTRACT CONTAINS AN ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES. SEE SECTION "10. ARBITRATION PROVISION". For section "10. ARBITRATION PROVISION", the first paragraph and items A and B are deleted in their entirety and replaced by the following: "PLEASE READ THIS ARBITRATION PROVISION CAREFULLY TO UNDERSTAND YOUR RIGHTS. PROVIDED THE PARTIES VOLUNTARILY AND WILLFULLY ENTER INTO THIS ARBITRATION PROVISION, ANY CLAIM OR DISPUTE THAT YOU MAY HAVE IN THE FUTURE RELATING TO YOUR CONTRACT AND YOUR DEALINGS WITH US OR THIS CONTRACT ADMINISTRATOR, OR BOTH, MUST BE RESOLVED THROUGH BINDING ARBITRATION. A. Arbitration is a method of resolving any existing claim, dispute or controversy without filing a lawsuit. Provided the Parties voluntarily and willfully enter into this Arbitration Provision, YOU, WE and the ADMINISTRATOR (the "Parties") are waiving our right to go to court and are agreeing instead to submit any existing claims, disputes or controversies between the Parties to binding arbitration. This Arbitration Provision sets forth the terms and conditions of our agreement to binding arbitration. The Parties agree and acknowledge that YOUR purchase of this CONTRACT affects interstate commerce and the Federal Arbitration Act ("Act") applies to this Arbitration Provision. B. The Parties agree to resolve existing claims, disputes and controversies (collectively "Claims") related in any way to this CONTRACT by binding arbitration, including but not limited to Claims related to the sale of this CONTRACT and the relationship(s) and duties among the Parties, and including further, without limitation, Claims arising under contract, tort, statute, regulation, rule, ordinance or other rule of law or equity. In addition, the arbitrator

TERMS AND CONDITIONS (CONTINUED)

shall decide issues related to the applicability, scope and validity of this Arbitration Provision. Notwithstanding this agreement to arbitrate, each of the Parties retains the right to seek remedies in small claims court to resolve any Claim within the jurisdiction of small claims court. By signing this CONTRACT, YOU acknowledge YOUR understanding that all Parties hereunder are waiving their rights to go to court, except for small claims court, to resolve any Claims arising under this CONTRACT between or among the Parties."

- **NEW HAMPSHIRE:** Under section "10. ARBITRATION PROVISION", the following is added as the first sentence of the first paragraph: "THIS ARBITRATION PROVISION IS SUBJECT TO NEW HAMPSHIRE'S REVISED STATUTES ANNOTATED SECTION 542." In section "10. ARBITRATION PROVISION", the following is hereby added after all instances of the term "binding arbitration" referenced in the first paragraph and in items A and B: "provided all Parties mutually agree at the time of the dispute or Claim." For section "14. INSURANCE", the following language is added as the last sentence of the first paragraph: "In the event YOU do not receive satisfaction under this CONTRACT, YOU may contact the New Hampshire Insurance Department, 21 South Fruit Street, Suite 14, Concord, NH 03301, or by calling (800) 852-3416."
- **NEW MEXICO:** For section "14. INSURANCE", the section is deleted in its entirety and replaced by the following language: "This CONTRACT is insured by Securian Casualty Company. If WE fail to pay YOU or otherwise provide YOU with the covered service within 60 days of YOUR submission of a covered claim, YOU may submit YOUR claim to Securian Casualty Company at 2960 Riverside Drive, Macon, GA 31204. The phone number is (800) 849-4265. If YOU have any concerns regarding the handling of YOUR claim, YOU may contact the Office of Superintendent of Insurance at (855) 427-5674."
- **OHIO:** This CONTRACT is not insurance and is not subject to the insurance laws of this state. This CONTRACT may provide a duplication of coverage already provided by YOUR automobile physical damage insurance policy. For section "14. INSURANCE", YOU may also make a direct claim to the insurer in the event WE do not pay any cancellation refund due hereunder within 60 days.
- **SOUTH CAROLINA:** If this CONTRACT provider does not resolve a disputed claim within 60 days of proof of loss, YOU may contact the South Carolina Department of Insurance, P.O. Box 100105, Columbia, SC 29202-3105 or by calling (800) 768-3467.
- **TEXAS:** Any unresolved complaints concerning a registrant or questions concerning this CONTRACT provider may be addressed to the Texas Department of Licensing and Regulation, P.O. Box 12157, Austin, Texas 78711 or by calling (800) 803-9202 or (512) 463-6599.
- **WYOMING:** Under section "10. ARBITRATION PROVISION", the last sentence of the first paragraph is deleted in its entirety and replaced by the following: "IT PROVIDES THAT ANY CLAIM OR DISPUTE THAT YOU MAY HAVE IN THE FUTURE RELATING TO YOUR CONTRACT AND YOUR DEALINGS WITH US OR THIS CONTRACT ADMINISTRATOR, OR BOTH, WILL BE RESOLVED THROUGH BINDING ARBITRATION, PROVIDED ALL PARTIES MUTUALLY AGREE AT THE TIME OF THE DISPUTE OR CLAIM." For item A of section "10. ARBITRATION PROVISION", the last 3 sentences are deleted in their entirety and replaced by the following: "In this Arbitration Provision, YOU, WE and the ADMINISTRATOR (the "Parties") are waiving our right to go to court and are agreeing instead to submit any claims, disputes or controversies between the Parties to binding arbitration, provided all Parties mutually agree at the time of the dispute or Claim. This Arbitration Provision sets forth the terms and conditions of the Parties mutual agreement to binding arbitration. The Parties agree and acknowledge that YOUR purchase of this CONTRACT affects interstate commerce and the Wyoming Arbitration Act applies to this Arbitration Provision." For item B of section "10. ARBITRATION PROVISION", the first two sentences are deleted in their entirety and replaced by the following: "The Parties agree to resolve all claims, disputes and controversies (collectively "Claims") related in any way to this CONTRACT by binding arbitration, including but not limited to Claims related to the sale of this CONTRACT and the relationship(s) and duties among the Parties, and including further, without limitation, Claims arising under contract, tort, statute, regulation, rule, ordinance or other rule of law or equity, provided all Parties mutually agree at the time of the dispute or Claim. In addition, the Parties mutually agree that the arbitrator shall decide issues related to the applicability, scope and validity of this Arbitration Provision." Under section "10. ARBITRATION PROVISION", items C and H are deleted in their entirety. For item E of section "10. ARBITRATION PROVISION", the term "must" is replaced with "agree to" in the first two sentences. For item F of section "10. ARBITRATION PROVISION", every reference of the term "Federal Arbitration Act" is replaced by "Wyoming Arbitration Act". For item I of section "10. ARBITRATION PROVISION", the language "provided, however, that if the portions regarding YOUR waiver of class-action rights (Paragraph C) or the Parties' acknowledgement not to consent to class arbitration (Paragraph H) are deemed invalid or unenforceable, then this Arbitration Provision shall, upon election of any Party, be invalidated and unenforceable in its entirety" is deleted. Except as amended, herein, all other provisions of item I shall remain in full force and effect.

16. STATE SPECIFIC CANCELLATION CLAUSES

The following state-required cancellation language replaces the applicable provisions of section "13. CANCELLATION" for each state referenced below. All other provisions of section 13 not amended by the state-required language below remain in full force and effect.

- **ALABAMA:** YOU may return this CONTRACT within 60 days of this CONTRACT PURCHASE DATE. If no claim has been made under this CONTRACT, this CONTRACT shall be void and WE shall refund YOU the full purchase price of this CONTRACT. A ten percent (10%) penalty per month shall be added to a FLAT CANCELLATION refund not paid within 45 days after the FLAT CANCELLATION of this CONTRACT. The full refund applies only to the original purchaser of this CONTRACT under the above provisions. In the event YOU make a written demand for cancellation of this CONTRACT pursuant to the terms of this CONTRACT, WE shall refund to YOU the pro rata amount of this CONTRACT purchase price. Any refund may be credited to any outstanding balance of the account of this CONTRACT holder, and the excess, if any, shall be refunded to this CONTRACT holder. If the original CONTRACT purchaser or CONTRACT holder elects cancellation, WE may retain a \$25 cancellation fee, except in a FLAT CANCELLATION.
- **ALASKA:** Cancellation fee is not applicable. If this CONTRACT is cancelled, WE shall pay or credit to YOUR account any refund owed within 45 days, or a penalty in the amount of ten percent (10%) of that portion of the provider fee required to be refunded shall be added to the refund for each month it remains unpaid.
- **CONNECTICUT:** YOU also have the right to cancel this CONTRACT if YOUR VEHICLE is returned, sold, lost, stolen or destroyed.
- **HAWAII:** A ten percent (10%) penalty per month shall be added to a FLAT CANCELLATION refund not paid within 45 days after the FLAT CANCELLATION of this CONTRACT.
- **ILLINOIS:** In the event YOU request a cancellation of this CONTRACT within the first 60 days after its purchase and if no service has been provided as authorized by the ADMINISTRATOR, YOU will be paid a full refund. After 60 days, or if a claim has been authorized by the ADMINISTRATOR, YOU will receive a pro rata refund of this CONTRACT price, based upon the greater of days in force or the miles driven, as related to the term of this CONTRACT, minus a cancellation fee not to exceed the lesser of ten percent (10%) of this CONTRACT price or \$50.
- **IOWA:** A ten percent (10%) penalty per month shall be added to a FLAT CANCELLATION refund not paid within 30 days after the FLAT CANCELLATION of this CONTRACT. If YOU cancel this CONTRACT, WE shall mail a written notice of cancellation to YOU within 15 days of the date of the cancellation.
- **KENTUCKY:** Cancellation fee is not applicable.
- **LOUISIANA:** A ten percent (10%) penalty per month shall be added to a FLAT CANCELLATION refund that is not paid or credited within 45 days after the FLAT CANCELLATION of this CONTRACT. This CONTRACT cannot be cancelled by US except for material misrepresentation on YOUR part, a substantial breach of duties by YOU relating to the VEHICLE or its use or for YOUR failure to pay for this CONTRACT.
- **MAINE:** In the event of cancellation of this CONTRACT within the first 60 days, YOU are entitled to a full refund. A ten percent (10%) penalty per month shall be added to a FLAT CANCELLATION refund not paid or credited within 45 days after the FLAT CANCELLATION of this CONTRACT. After 60 days, or if a claim has been authorized or paid, YOU will receive a pro rata refund based on the greater of days in force or the miles driven related to the term of this CONTRACT, minus a cancellation fee of ten percent (10%) of the cost of this CONTRACT or \$50, whichever is less. Cancellation of this CONTRACT by US will not become effective until at least 15 days after the notice of cancellation is mailed to YOU. The cancellation notice shall state the effective date of the cancellation and the reason for the cancellation.
- **MARYLAND:** A ten percent (10%) penalty per month shall be added to a FLAT CANCELLATION refund not paid within 45 days after the FLAT CANCELLATION of this CONTRACT.
- **MINNESOTA:** In the event of cancellation of this CONTRACT within the first 60 days, YOU are entitled to a full refund if no claim has been paid. A ten percent (10%) penalty per month shall be added to a FLAT CANCELLATION refund not paid within 45 days after the FLAT CANCELLATION of this CONTRACT. After 60 days, or if a claim has been authorized or paid, YOU will receive a pro rata refund based on the greater of days in force or the miles driven related to the term of this CONTRACT, minus a \$50 cancellation fee.
- **MISSISSIPPI:** YOU may return this CONTRACT within 60 days of this CONTRACT PURCHASE DATE. If no claim has been made under this CONTRACT, this CONTRACT shall be void, and WE shall refund YOU the full purchase price of this CONTRACT. After 60 days, or if a claim has been authorized or paid, YOU will receive a pro rata refund based

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on the days in force related to the term of this CONTRACT, minus a cancellation fee of ten percent (10%) of the cost of this CONTRACT or \$50, whichever is less. A ten percent (10%) penalty shall be added to any refund that is not paid or credited within 45 days after the return of this CONTRACT.

This CONTRACT cannot be cancelled by US except for material misrepresentation on YOUR part, a substantial breach of duties by YOU relating to the VEHICLE or its use or for YOUR failure to pay for this CONTRACT. In the event of cancellation by US for reason other than YOUR failure to pay for this CONTRACT, YOU will receive a pro rata refund based on the days in force related to the term of this CONTRACT, minus a cancellation fee of ten percent (10%) of the cost of this CONTRACT or \$50, whichever is less.

Refunds/credits apply only to the original purchaser of this CONTRACT.

- **NEW JERSEY:** A ten percent (10%) penalty per month shall be added to a FLAT CANCELLATION refund that is not paid or credited within 45 days after the FLAT CANCELLATION of this CONTRACT.
- **NEW MEXICO:** Cancellation of this CONTRACT by US will not become effective until at least 15 days after the notice of cancellation is mailed to YOU. A ten percent (10%) penalty shall be added each 30 days to a FLAT CANCELLATION refund not paid within 60 days after the FLAT CANCELLATION of this CONTRACT.
- **NEW YORK:** YOU may return this CONTRACT within 60 days of this CONTRACT PURCHASE DATE. If no claim has been made under this CONTRACT, this CONTRACT shall be void and WE shall refund YOU the full purchase price of this CONTRACT. A ten percent (10%) penalty per month shall be added to a FLAT CANCELLATION refund not paid within 30 days of the FLAT CANCELLATION of this CONTRACT. The full refund applies only to the original purchaser of this CONTRACT under the above provisions. After 60 days, or if a claim has been authorized or paid, WE shall refund to YOU a pro rata amount based on the greater of days in force or the miles driven related to the term of this CONTRACT, minus a \$50 cancellation fee.
- **SOUTH CAROLINA:** A ten percent (10%) penalty per month shall be added to a FLAT CANCELLATION refund not paid within 45 days after the FLAT CANCELLATION of this CONTRACT.
- **TEXAS:** In the event of cancellation of this CONTRACT within the first 60 days after this CONTRACT PURCHASE DATE, YOU are entitled to a full refund. After 60 days, YOU will receive a pro rata refund based on the greater of days in force or the miles driven related to the term of this CONTRACT, minus a \$50 cancellation fee. In the event WE do not pay YOUR cancellation refund within 45 days after the date YOUR notice of cancellation is received by US, as a penalty, ten percent (10%) of the cancellation refund due shall be added to YOUR cancellation refund for each month such refund remains outstanding. The right to cancel this CONTRACT is not transferable to any subsequent owner.

This CONTRACT cannot be cancelled by US except for YOUR non-payment of this CONTRACT, fraud, material misrepresentation or substantial breach of duty. The \$50 cancellation fee does not apply if YOU cancel this CONTRACT within the first 60 days after this CONTRACT PURCHASE DATE or if WE cancel this CONTRACT.

- **VERMONT:** YOU may return this CONTRACT within 60 days of this CONTRACT PURCHASE DATE. In the event of cancellation within 60 days of this CONTRACT PURCHASE DATE, if no claim is made under this CONTRACT, this CONTRACT shall be void and WE shall refund YOU the full purchase price of this CONTRACT. After 60 days from this CONTRACT PURCHASE DATE, or if a claim has been authorized or paid, YOU shall receive a pro rata refund based on the greater of days in force or the miles driven related to the term of this CONTRACT, minus a \$50 cancellation fee.
- **WYOMING:** A ten percent (10%) penalty per month shall be added to a FLAT CANCELLATION refund not paid within 45 days after the FLAT CANCELLATION of this CONTRACT. Cancellation of this CONTRACT by US will not become effective until at least ten (10) days after the notice of cancellation is mailed to YOU. Prior notice for cancellation is not required for nonpayment of this CONTRACT, for material misrepresentation on YOUR part or for YOUR breach of duties relating to this CONTRACT. The cancellation notice shall state the effective date of the cancellation and the reason for the cancellation.

PLEASE CALL MEMBER SERVICE AT **(844) 237-3498** SHOULD YOU HAVE A CHANGE OF MAILING ADDRESS, E-MAIL ADDRESS OR TELEPHONE NUMBER.

NO PAYMENT FOR SERVICES WILL BE MADE WITHOUT PRIOR AUTHORIZATION FROM THE ADMINISTRATOR, SEE SECTION 7.

Call (844) 237-3498 for CLAIMS SERVICE and MEMBER SERVICE.

ISSUING PROVIDER / OBLIGOR AND ADMINISTRATOR: SYNERGY ADMINISTRATORS, LLC, P.O. Box 88230 • Atlanta, GA 30356-8230