



P.O. Box 161126
 Administrative Office: Fort Worth, TX 76161

TELEPHONE NUMBER: (877) 938-3332

RV Service Agreement

CUSTOMER INFORMATION

SERVICE AGREEMENT NUMBER

FIRST NAME	LAST NAME	MI	TELEPHONE NUMBER	EMAIL
ADDRESS		CITY	STATE	ZIP CODE

UNIT DESCRIPTION

YEAR	MAKE	MODEL	UNIT PURCHASE PRICE	UNIT PURCHASE DATE
CHASSIS VIN		CHASSIS WARRANTY TERM	COACH/UNIT VIN	MANF WARRANTY TERM
				MOTOR HOME CLASS <input type="checkbox"/> A <input type="checkbox"/> B <input type="checkbox"/> C

PLAN INFORMATION

AGREEMENT PURCHASE DATE	IN-SERVICE DATE	AGREEMENT EXPIRATION DATE	ODOMETER MILEAGE	EXPIRATION MILEAGE
TERM _____ MONTHS	RATE CLASS _____ MILES	BASE CODE	AGREEMENT PURCHASE PRICE	PAYMENT PLAN <input type="checkbox"/> YES <input type="checkbox"/> NO
PLAN TYPE <input type="checkbox"/> NEW UNIT PLAN PRE-OWNED UNIT PLAN <input type="checkbox"/>	PLAN DESIGNATION <input type="checkbox"/> MOTOR HOME <input type="checkbox"/> TOWABLE/COACH ONLY	COVERAGE TYPE (stated) <input type="checkbox"/> BASIC <input type="checkbox"/> PLUS <input type="checkbox"/> TOTAL		
DEDUCTIBLE <input type="checkbox"/> _____		COVERAGE TYPE (exclusionary) <input type="checkbox"/> COMPLETE <small>COMPLETE Coverage covers all parts of the Unit except: a. Parts listed under the Exclusions section of this Agreement. b. Parts covered under the manufacturer's warranty, special policies, or recalls.</small>		

SURCHARGES AND OPTIONAL COVERAGES

REQUIRED SURCHARGES
 EXTENDED ELIGIBILITY (New Units Only) UNIT AGE (Pre-Owned Units)

OPTIONAL COVERAGE - RENTALS EXCLUDED
 POWER SURGE COVERAGE TIRE AND WHEEL ROAD HAZARD CONSEQUENTIAL LOSS

COMMERCIAL USE FULL TIME USE **Roadside Assistance**

SELLER / LIENHOLDER INFORMATION

SELLER NAME	TELEPHONE NUMBER	SELLER NUMBER	F&I NUMBER
ADDRESS		CITY	STATE
		STATE	ZIP CODE
LIENHOLDER NAME	ADDRESS	CITY	TELEPHONE NUMBER
		STATE	ZIP CODE

You acknowledge Your understanding of and agree to the Dispute Resolution/Arbitration Agreement and Class Action Waiver section in this Agreement. Refer to the Dispute Resolution/Arbitration Agreement and Class Action Waiver section for opt-out instructions. This Agreement is based on information You provided in this Declarations Page. You acknowledge Your understanding of the limited applicability of the Federal Magnuson Moss Warranty Act as set out in this Agreement.

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

CUSTOMER'S SIGNATURE

DATE

AUTHORIZED SELLER SIGNATURE DATE

HWG.AO.RV.6.20

Administrative Offices: 2413 North Main Street, Suite G Fort Worth, TX 76164

1-877-938-3332

SAMPLE

TERMS AND CONDITIONS

A. NOTICE

1. This **Service Agreement** is not a contract of Insurance.
2. This **Service Agreement** is not valid unless:
 - a. The **Declaration Page** is filled out completely and signed by **You**; and
 - b. The **Declaration Page** is attached to the **Service Agreement**.
3. Purchase of this **Service Agreement** is not required in order to purchase or obtain financing for a **Unit**.
4. If the term of this **Service Agreement** overlaps with the term of **Your** manufacturer's warranty, look first to **Your** manufacturer's warranty for coverage. This **Service Agreement** excludes coverage for any loss covered by **Your** manufacturer's warranty but may nevertheless provide benefits in addition to those provided by **Your** manufacturer's warranty.
5. The **Obligor** shall have no liability for anything other than the obligations delineated in the **Service Agreement**.

B. DEFINITIONS

The following definitions apply to words used frequently throughout this **Service Agreement**. These definitions are in **Bold-Faced** type:

1. **Administrator** - Strategic Administration Group, P.O Box 161126, Fort Worth, TX 76161.
2. **Breakdown** - The failure of a defective part as supplied by the Manufacturer or Dealer outside of the allowable tolerances prescribed by the manufacturer.
3. **Failure** - means the inability of an original or like replacement part covered by this **Agreement** to function in normal service.
4. **Wear and Tear** - The gradual reduction of operating performance.
5. **Claim** - A demand by **You** for benefits under this **Service Agreement**. A visit/claim may have more than one Covered Repair.
6. **Commercial Use** - Any **Unit**, regardless of registration type, used solely or partially for the generation of income.
7. **Covered Parts** - The parts listed in the **Schedule of Coverages** section of this **Service Agreement** for the **Plan** selected.
8. **Declaration Page** - The numbered document executed by **You** which must be attached to this **Service Agreement**. It lists information regarding the **Unit** 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. **In-Service Date** - The date on which the **Unit** was first purchased by the original owner, if known. **Units** for which the original purchase date is not known, it shall be July 1st of the **Unit** model year.
11. **Plan** - Refers to the **Plan and term** selected by **You** as shown on the **Declaration Page** of this **Service Agreement**.
12. **Obligor (We, Us, Our)** - Headstart Warranty Group, 2413 N. Main St., Ste. E, Tel: (877) 938-3332, who is the Obligor to this Agreement except in the state of Florida. In the state of Florida, the **Obligor/Administrator** is Lyndon Southern Insurance Company, 10151 Deerwood Park Blvd., Bldg. 100, Ste. 500, Jacksonville, FL 32256, Tel: (800) 888-2738 (Florida License No. 03698).
13. **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**.
14. **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)**.
15. **Service Agreement (the "Agreement")** - This **Agreement**, which **You** have purchased for the **Unit** described on the **Declaration Page**.
16. **Tow Vehicle** - A vehicle that is in the process of being towed by the **Unit**.
17. **Unit** - The **Unit** described on the **Declaration Page** that is covered under this **Agreement**.
 - a. **New Unit** - A **Unit** that is covered by the manufacturer's coverage **New Unit** warranty at the time this **Agreement** is purchased and does not refer to whether or not the **New Unit** has been previously owned, sold or titled.
 - b. **Pre-Owned Unit** - A **Unit** that does not meet the definition of a **New Unit** and does not refer to whether or not the **Pre-Owned Unit** has been previously owned, sold, or titled.
18. **You, Your** - The **Agreement** Holder shown on the **Declaration Page** or the person to whom the **Agreement** was properly transferred.
19. **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. Gaskets and Seals alone are not covered.
20. **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**.

C. GENERAL PROVISIONS

1. **Coverage:** The **Plan** and term selected by **You** on the **Declaration Page** along with the Terms and Conditions of this **Agreement** determine **Your** coverage. **We** will pay for the reasonable costs to repair or replace any of the **Covered Parts** listed in the **Schedule of Coverages** section which cause a **Breakdown**, less any **Deductible**, and will pay for the Additional Benefits listed in the Additional Benefits section specific to **Your Unit**, provided **You** comply with all of the Terms and Conditions of this **Agreement**.

- Repairs may be completed with parts of like kind and quality.** Please see the **Schedule of Coverages** section for a detailed list of Covered Parts and to determine the coverage, applicable to Your Plan. All covered parts must be functioning properly at the time of the sale of this Agreement. Please refer to the **Guide To Filing A Claim** section of this **Agreement** for Claims instructions.
2. **Deductible:** We will pay the portion of the expense for a covered repair that is in excess of the **Deductible** selected on the **Declaration Page** of this **Agreement**.
 3. **Limits of Liability:**
 - a. **Single Claim Limit:** Our liability with respect to any one **Claim** is limited to the cost to repair or replace any **Covered Parts** at prevailing retail labor rates. **Repairs may be completed with parts of like, kind and quality, commensurate with the age of the Unit at the time the parts failed, as customarily used in the RV industry, less any Deductible.** Furthermore, in no event shall Our liability exceed the cost necessary to correct the actual cause of the **Breakdown**.
 - b. **Aggregate Claim Limit:** Our liability with respect to the total of all benefits paid or payable while this **Agreement** is in force shall not exceed the lesser of:
 - 1) [Seventy-Five Thousand Dollars (\$75,000.00)]; or
 - 2) **Unit** Purchase Price, as shown on the **Declaration Page** of this **Agreement**; or
 - 3) NADA current value of the **Unit** immediately prior to the **Breakdown**.
 4. **Manufacturer's Warranty:** If any part is repaired and/or replaced under the manufacturer's warranty covering the **Unit**, and those same parts are listed in the **Schedule of Coverages** section of this **Agreement**, We will reimburse You for a portion of the manufacturer's **Deductible** if the manufacturer's **Deductible** exceeds the **Deductible** selected, as shown on the **Declaration Page**. The amount We reimburse will be the actual amount You were required to pay under the terms of the manufacturer's warranty, less the **Deductible** shown on the **Declaration Page**.
 5. **Territory:** The benefits provided under this **Agreement** are only available for losses and expenses incurred within the Continental United States of America, Alaska, Hawaii and Canada.
 6. **Incidental Damage:** Our liability for incidental damages is expressly excluded herein. Incidental and Consequential damage includes, but is not limited to, property damage, loss of use of the **Unit**, loss of time, inconvenience, or commercial loss resulting from the operation, maintenance and/or use of the **Unit**.
 7. **Subrogation Provision:** In the event that coverage is provided under this **Agreement**, We shall be subrogated to all the rights You may have to recover against any person or organization arising out of any safety defect which is the subject of a voluntary or mandatory recall campaign, as well as out of any order, judgment, consent decree, or other settlement, and You shall execute and deliver instruments and papers and do whatever is necessary to secure such rights. You shall do nothing to prejudice those rights. Further, all amounts recovered by You for which You have received benefits under this **Agreement** shall belong to, and be paid to Us, up to the amount of benefits paid under this **Agreement**.
 8. **Maintenance Requirements:** In order to keep this **Agreement** in effect, You must have the **Unit** checked and serviced in accordance with the manufacturer's recommendations. Failure to follow such recommendations may result in a denial of coverage. You must retain verifiable receipts for the maintenance services performed. If You perform the actual services, then verifiable receipts showing purchases of all required parts and materials necessary to perform the maintenance must be retained, along with a statement showing the date and mileage when the services were performed. Proof of maintenance may be required to be submitted to Us when a **Claim** is filed.
 9. **State Taxes:** The payment of sales tax on covered repairs will be made in accordance with the regulations of the taxing authority in the state where Your **Unit** is repaired.
 10. **Other Provisions:**

You have the right to return or void this **Agreement**. You may return the Agreement within sixty (60) calendar days after the date it is provided to You at the time of sale or the date We mail a copy of the **Agreement** to You, if applicable. If You return this **Agreement** within the applicable time period and no **Claims** have been filed, the **Agreement** shall be void and We will refund the entire **Agreement** Purchase Price within forty-five (45) days.

D. MOTOR HOME SCHEDULE OF COVERAGES

In the event of a **Breakdown** covered by this **Agreement**, We will pay for the agreed to costs to repair or replace any of the parts listed below, less any **Deductible**, in accordance with the **Plan** selected by You as shown on the **Declaration Page** and the Terms and Conditions of this **Agreement**.

BASIC COVERAGE

Chassis Engine Components: Engine block and/or replaceable cylinder sleeves and heads, if damaged as a result of the failure of an internally-lubricated part; all internally-lubricated parts (requiring lubrication for operation) contained within the engine block, including but not limited to: valves, valve springs, valve guides, valve covers, pistons and pins, main and rod bearings, crankshaft, camshaft, lifters, cam bearings, oil pump, rocker arms, push rods, timing chain, timing gears and timing chain tensioner. Timing cover, flywheel, flywheel ring gear, flex plate, vacuum pump, engine mounts, dipstick and tube, intake manifold, oil pan, turbocharger (factory installed only) and all internal parts (requiring lubrication for operation), diesel injectors and injector pump.

Transmission Components: Transmission case, if damaged as a result of the failure of an internally-lubricated part; all internally-lubricated (requiring lubrication for operation) parts within the transmission case including: torque converter, bands, clutches, gears, front pump, shafts, shift forks, synchronizers, shift solenoids, internal switches and sensors. Transmission mounts and transmission oil pan.

Drive Axle Components: Drive axle housing, if damaged as a result of the failure of an internally-lubricated part; all internally-lubricated parts within the drive axle housing, axle shafts, axle housing, universal joints, constant velocity joints, locking hub mechanisms, wheel bearings, drive shafts and center bearing.

PLUS COVERAGE (INCLUDES BASIC COVERAGE)

Engine Cooling Components: Water pump, radiator, cooling fan blades, fan clutch, hydraulic or electric fan motor, heater core, fan shroud and coolant recovery tank.

Steering Components: Steering gear housing and all internally-lubricated parts, control valve, steering cylinder, rack and pinion, factory-installed steering stabilizer, internal steering column shafts, steering pump, main and intermediate shafts and couplings.

Fuel Delivery Components: Fuel pump, fuel tanks, metal fuel lines, fuel injection pump, fuel injectors, fuel pressure regulator, auxiliary fuel tank switch and fuel lift pump.

Chassis Air Conditioning Components: Compressor, compressor clutch, clutch bearing, field coil, receiver dryer, accumulator, condenser, idler pulley, evaporator, blower fan and motor, high/low cut-off switches, pressure hose assemblies, refrigerant (when in conjunction with a covered repair).

Electrical Components: Alternator, starter, starter drive, starter solenoid, voltage regulator, distributor, manually-operated switches, ignition switch, windshield wiper motor and washer pump, power window motors, power window gears and regulators, and dual battery paralleling switch, battery cables.

Suspension Components: Upper and lower control arms, control arm shaft and bushings, upper and lower ball joints, steering spindles and supports, leaf and coil springs, spring shackles and bushings, rubber suspension springs, factory installed suspension compressor, air lines and suspension air bags.

Brake Components: Master cylinder, hydraulic or vacuum brake booster, wheel cylinders, magnets, calipers, drums and rotors (when in conjunction with a covered repair), combination valve, metal-only hydraulic tubing and metal fittings. ABS pressure modulator, accumulator, Air brake compressor, lines, treadle valve, compensating valve, actuator and diaphragm and slack adjusters.

TOTAL COVERAGE (INCLUDES BASIC AND PLUS COVERAGE)

Fresh/Waste Water System Components: Hot water tank, burner assembly, thermostat, thermocouple, gas valve, electronic ignition assembly, PC board, diesel/electric heating system, shower assembly, toilet, sink, holding tanks, gate valves, macerator pump, water pump, faucets, traps, fittings and water lines.

Kitchen Center Components: Range/oven burner assembly, burner valves, refrigerator/freezer, microwave, convection oven, thermostat, thermocouple, burner, igniter and PC board.

Roof/Basement Air Conditioning Components: Compressor, evaporator, condenser, capacitors, relays, thermostat, heat strips, expansion valve, control module and panel, reversing valve, blower fan and motor and PC Board, and ceiling ventilation fans and motors.

LP Gas System Components: Gas regulators, gas tanks, gas valves, tank gauges, LP lines and fittings, emergency shut off system, gas leak detector and carbon monoxide monitor.

Heating System Components: Furnace igniter, burner assembly, gas valve, gas leak detector, thermostat, thermocouple, blower motor, and PC board.

Generator/Power Plant Components: Power plant engine block and cylinder heads, if damaged as a result of the failure of an internally-lubricated part. All internally-lubricated parts contained within the power plant engine. Alternator, starter, manually-operated switches, voltage regulator, power converter-inverter, PC boards, fuel pump and hour meter.

Hi-Tech Components: Engine control module, camshaft and crankshaft position sensors, coolant temperature sensor, knock sensor, map sensor, mass airflow sensor, throttle position sensor, electronic ignition module, ignition coil, cooling fan control module, electric block heater, transmission control module, transmission mounted parking brake, wheel speed sensors and control module, automatic temperature control programmer, mode and temperature door actuators, remote mirror motors, keyless entry/alarm system, factory-installed entry/ security system, rear monitor camera, factory-installed fireplace burner assembly, interior mounted systems monitor, dash mounted instrument cluster and gauges.

Deluxe Appliance Components: Icemaker, trash compactor, dishwasher, built-in coffee maker, built-in food processor, in-sink disposal, basement refrigerator/freezer, central vacuum cleaner system, fold out external grill, clothes washer/dryer, ceiling fan motor and smoke detector.

Entertainment Components (factory/dealer installed only): Stereo receiver, tuner, CD player, DVD player, satellite system, television set(s), television antenna and rotator.

Interior and Exterior Components (factory/dealer installed only): Hood latches and springs; door handles, latches and springs; door chimes, heated seats, seat tracks, clock, courtesy map light assembly, power window curtain motors/shade motors, awning motor, awning mechanism, awning sensor, shore power cord and retractor, intercom, and air horn.

Leveling System Components: Factory installed mechanical/electric/hydraulic leveling jacks, controller, electrical switches and wiring harness.

Power Step Components: Power step, lines, fittings, cylinders, worm gears, electrical switches and wiring harness, entry door floor motor and mechanism.

Slide-Out Room Components: Slide-out room motor(s), guides, tracks and hydraulic valves, sliding floor motor, pump/jack assembly, electrical switches and wiring harness.

Seals and Gaskets: Seals and Gaskets are covered for all listed parts.

Wear and Tear: Coverage will be extended to all parts and components listed in the **Schedules of Coverage** that suffered a **Breakdown** as a result of "**Wear**" and/or "**Tear**" unless otherwise listed under the **Exclusions** section of this **Agreement**.

COMPLETE COVERAGE Covers all parts of the Unit except (only if selected and paid);

- a. Parts listed under the Exclusions section of this Agreement.
- b. Parts covered under the manufacturer's warranty, special policies, or recalls.

E. TOWABLE RV AND COACH ONLY SCHEDULE OF COVERAGES

In the event of a **Breakdown** covered by this **Agreement**, **We** will pay for the agreed to costs to repair or replace any of the parts listed below, less any **Deductible**, in accordance with the **Plan** selected by **You** as shown on the **Declaration Page** and the Terms and Conditions of this **Agreement**.

TOTAL COVERAGE

Suspension Components: Leaf and coil springs, shackles and bushings and rubber suspension springs.

Brake Components: Master cylinder, wheel cylinders, calipers, magnets, metal-only hydraulic tubing and metal fittings, drums and rotors (when in conjunction with a covered repair).

Fresh/Waste Water System Components: Hot water tank, burner assembly, thermostat, thermocouple, gas valve, electronic ignition assembly, PC board, diesel/electric heating system, shower assembly, toilet, sink, holding tanks, gate valves, macerator pump, water pump, faucets, traps, fittings and water lines.

Roof/Basement Air Conditioning Components: Compressor, evaporator, condenser, capacitors, relays, thermostat, heat strips, expansion valve, control module and panel, reversing valve, blower fan and motor and PC board, and ceiling ventilation fans and motors.

Kitchen Center Components: Range/oven burner assembly, burner valves, refrigerator/freezer, microwave, convection oven, thermostat, thermocouple, burner, igniter and PC board.

LP Gas System Components: Gas regulators, gas tanks, gas valves, tank gauges, LP lines and fittings, emergency shut off system, gas leak detector and carbon monoxide monitor.

Heating System Components: Furnace igniter, burner assembly, gas valve, gas leak detector, thermostat, thermocouple, blower motor, and PC Board.

Generator/Power Plant Components: Power plant engine block and cylinder heads, if damaged as a result of the failure of an internally-lubricated part. All internally-lubricated parts contained within the power plant engine. Alternator, starter, manually-operated switches, voltage regulator, power converter-inverter, PC boards, fuel pump and hour meter.

Hi-Tech Components: Remote mirror motors, keyless entry/alarm system, factory-installed entry/security system, rear monitor camera, factory-installed fireplace burner assembly, interior mounted systems monitor, dash mounted instrument cluster and gauges.

Deluxe Appliance Components: Icemaker, trash compactor, dishwasher, built-in coffee maker, built-in food processor, in-sink disposal, basement refrigerator/freezer, central vacuum cleaner system, fold out external grill, clothes washer/dryer, ceiling fan motor and smoke detector.

Entertainment Components (factory/dealer installed only): Stereo receiver, tuner, CD player, DVD player, satellite system, 42" or smaller television set(s), television antenna and rotator.

Interior and Exterior Components (factory/dealer installed only): Hood latches and springs, door handles, latches and springs, door chimes, clock, power window curtain motors/shade motors, awning motor, awning mechanism, awning sensor, shore power cord and retractor.

Slide-Out Room Components: Slide-out room motor(s), guides, tracks and hydraulic valves, sliding floor motor, pump/jack assembly, electrical switches and wiring harness.

Power Step Components: Power step, lines, fittings, cylinders, worm gears, electrical switches and wiring harness, entry door floor motor and mechanism.

Leveling System Components: Factory-installed electric/hydraulic leveling jacks, controller, electrical switches and wiring harness.

Seals and Gaskets: Seals and Gaskets are covered for all listed parts.

Wear and Tear: Coverage will be extended to all parts and components listed in the **Schedules of Coverage** that suffered a **Breakdown** as a result of "Wear" and/or "Tear" unless otherwise listed under the **Exclusions** section of this **Agreement**.

COMPLETE COVERAGE Covers all parts of the Unit except (only if selected and paid);

- a. Parts listed under the Exclusions section of this Agreement.
- b. Parts covered under the manufacturer's warranty, special policies, or recalls.

F. OPTIONAL COVERAGES (Motor Home, Towable, and Coach)

1. **Power Surge Coverage:** In the event **You** selected and purchased the **Power Surge Coverage** option, as show on the **Declaration Page** of this **Agreement**, **We** will provide coverage for damage to covered electrical parts caused by a power surge, up to a maximum aggregate of [twenty five hundred dollars (\$2,500)]. A power surge is defined as an external unexpected, temporary, uncontrolled increase in current or voltage in an electrical circuit; a voltage spike.
2. **Commercial Use Coverage (for Towable and Coach Units, New Plans only):** In the event that **You** selected and purchased the **Commercial Use** option, as shown on the **Declaration Page** of this **Agreement**, **We** will provide coverage for those **Units** defined as **Commercial Use Units**. If the **Unit** is registered in the name of a business, the optional **Commercial Use** surcharge must be paid at time of purchase, regardless of whether or not the **Unit** is being use for commercial purposes.
3. **Consequential Loss Coverage:** In the event **You** selected and purchased the Consequential Loss Coverage option, as shown on the **Declaration Page** of this **Agreement**, **We** will provide coverage for the repair of a **Covered Part** if the failure of the **Covered Part** was caused by the action or inaction of a non-covered part.
4. **Tire and Wheel Road Hazard Coverage:** In the event **You** selected and purchased the Tire and Wheel Road Hazard option, as shown on the **Declaration Page** of this **Agreement**, **We** will provide coverage for the **Unit** and **Your Tow Vehicle** when a tire or wheel is damaged due to a covered road hazard. Coverage for the **Tow Vehicle** is dependent on **Your Tow Vehicle** being hooked

up to the **Unit** at the time of the road hazard or for road hazards incurred while **You** are camping with **Your Unit** more than one hundred miles (100) away from **Your** home. Common road hazards include debris on the road surface such as nails, glass, potholes, rocks, tree limbs or any other objects or conditions not normally found in the roadway. NOTE: Road conditions (for example, uneven lanes due to repaving or metal plates used to temporarily cover a hole in the road) found in areas designated as construction zones or construction sites will NOT be considered a covered road hazard. Damages from these conditions or any accident should be reported to **Your Unit** or **Tow Vehicle's** physical damage insurance company. Coverage includes the cost to repair or replace the tire and/or wheel, using fair market value of the replaced tire and/or wheel, mounting, valve stems, balancing, taxes, and customary labor charges. The Tire and Wheel Road Hazard option is not subject to the General Provisions, Deductible, Limits of Liability or Guide To Filing A Claim sections of this **Agreement**.

Call the Administrator shown on the Declaration Page, prior to any repairs, to report a damaged tire or wheel and to obtain an authorization number.

a. Tire Repair: We will reimburse **You** for the actual cost to repair a flat tire caused by a covered road hazard. The repair will be performed using the inflated spare tire for the **Unit** or the vehicle being towed. If an inflated spare tire is unavailable, the **Unit** or **Tow Vehicle** will be towed to the nearest **Repair Facility** for tire repair.

b. Tire Replacement: We will reimburse **You** for the cost to replace a tire irreparably damaged due to a covered road hazard. Reimbursement cost includes charges for mounting, balancing and valve stems. Benefits apply to replacement tires for the duration of this **Agreement**. Aggregate benefits for the duration of this **Agreement** are limited to four (4) occurrences regardless of the number of tires replaced per occurrence.

c. Wheel/Rims: We will reimburse **You** for the cost to repair or replace a wheel rendered unserviceable due to a covered road hazard. Wheel inspection may be required for a **Claim** approval. Aggregate benefits for the duration of this **Agreement** are limited to [four (4)] occurrences regardless of the number of wheels replaced per occurrence. **d. Taxes:** We will reimburse **You** for the cost of any applicable taxes.

Prior notification is required before any tire or wheel is repaired or replaced. Within 30 days of an incident, send a copy of the repair or replacement invoice, including authorization number, tread depth of damaged tire, detailed description, cause of the damage, photograph(s) of the damaged tire or wheel and any other information reasonably requested, including Department of Transportation numbers of original tires and new ones installed, to the **Administrator**. Tire and Wheel Road Hazard coverage for the **Unit** and the vehicle being towed is subject to the exclusions described in the Exclusions section of this **Agreement**, as applicable. Damages and costs resulting from or falling within any of the following descriptions are also excluded from coverage: resulting from chain damage or use on a construction site; resulting from collision with a curb, object or another vehicle; resulting from improper or inadequate maintenance, including misalignment, suspension problems, improper tire inflation; mechanical issues resulting in abnormal wear and tear, dry rot, salt water exposure or tire(s) worn to less than 3/32 inch tread depth; tires or wheels that are oversized or otherwise inconsistent with manufacturer's recommendations; tires or wheels transferred from another **Unit** or vehicle; damage that does not affect performance or safety, such as sidewall rim pinches or bruises; damage covered by any other insurance, warranty or service contract; and consequential losses or damages.

G. ADDITIONAL BENEFITS

Service Calls: In the event of a **Breakdown** covered by this **Agreement**, We will pay for a service call not to exceed [two hundred dollars (\$200)] per occurrence if:(Service calls apply to repair only.)

- a. The covered **Breakdown** renders the **Unit** immobile (unable to be moved); or
- b. The covered **Breakdown** occurs on a stationary **Unit**. A stationary **Unit** is defined as meeting at least one of the following criteria: i.
 - The **Unit** is tied down, skirted or ties are removed;
 - ii. The **Unit** has permanent connections for electricity, water or sewage; or
 - iii. The **Unit** has a permanently attached sun room, deck or similar structure.

H. GUIDE TO FILING A CLAIM

(Does not apply to the optional Tire and Wheel Road Hazard coverage)

- a. **Prevent Further Damage.** Take immediate action to prevent further damage. This **Agreement** will not cover the damage caused by continued operation in a failed state, and/or failing to secure a timely repair of the failed part.
- b. **Take Unit to a Repair Facility for Diagnosis.** In the event of a **Breakdown**, take the **Unit** to the dealer that sold **You** this **Agreement**, if at all possible. If not, take the **Unit** to any licensed **Repair Facility** approved by the **Administrator**. Tell the service facility to visit the claims website "www.sagionline/claims" for 24/7 claims submission and instruction. For further assistance, contact the **Administrator** 877-938-3332. Provide the **Repair Facility** with a copy of this **Agreement** and/or the **Service Agreement** Number.
- c. **Obtain Prior Authorization from the Administrator.** Prior to any repair being made, instruct the **Repair Facility** to contact the **Administrator** to obtain authorization for the **Claim** and a **Claim** Authorization Number. It is **Your** responsibility to ensure that authorization has been obtained for any covered repair prior to the work being started. Failure to obtain proper authorization will result in a denial of benefits. The amount authorized by the **Administrator** is the maximum that will be paid for the repairs covered under the terms of this **Agreement**. Any additional repair costs must receive prior approval. If a **Breakdown** occurs after the **Administrator's** normal working hours, the **Repair Facility** must contact the **Administrator** immediately on the first available business day.
- d. **Review Coverage.** After the **Administrator** is contacted, review with the **Repair Facility** what will be covered by this **Agreement** and what portions of the repair (if any) will not be covered.

- e. **Tear-Down and/or Inspection of the Unit.** In some cases, **You** may need to authorize the **Repair Facility** to inspect and/or tear-down the **Unit** in order to diagnose the failure and estimate the cost of the repair. **You** will be responsible for these charges if the failure is not covered under this **Agreement**. **We** reserve the right to require an inspection of the **Unit** prior to any repair being performed. Diagnostic procedures that are not necessary to determine cause of failure are not covered.
- f. **Review Repair.** Review the work performed on the **Unit** with the **Repair Facility** when the **Unit** is picked up.
- g. **Pay Deductible and Costs for Non-Covered Repairs.** **We** will pay the **Repair Facility** directly for the cost of the work performed on the **Unit** that is covered by this **Agreement** for the previously authorized amount, less the **Deductible**. **You** must pay for any repair or service that is not covered by this **Agreement**. In some cases, it may be necessary for **You** to pay the repair bill in full. In such event, **We** will reimburse **You** for the authorized cost of the repair, less the **Deductible**.
- h. **Emergency Repairs.** Should an emergency occur which requires a **Breakdown** repair at a time when the **Administrator's** office is closed, **You** must call the **Administrator's** office on the first available business day after the date of repair to determine if such repair will be covered by this **Agreement**. If covered, **You** will be reimbursed for the repair at the manufacturer's suggested retail prices for **Covered Parts**. Labor cost will be reimbursed using a nationally recognized labor time guide. **Emergency Repairs** include, but are not limited to a **Breakdown** that incapacitate the **Unit** in an unauthorized, hazardous, or unsafe area; or leave the **Unit** stranded and/or immobile.

I. OPTION TO RENEW AGREEMENT

You have the option to renew coverage for the **Unit** identified on the **Declaration Page** prior to the expiration of this **Agreement**. The decision to renew coverage is subject to the **Administrator's** sole discretion and approval; taking into consideration the following terms and conditions:

1. **You** must contact the seller directly at least thirty (30) days and one thousand (1,000) miles prior to the expiration date specified on the **Declaration Page**.
2. The **Unit** must be eligible for coverage based on the underwriting guidelines in place at the time of the request to renew.
3. **You** must provide **Us** with verifiable service records indicating that proper maintenance to the **Unit** has been performed. Coverage may be denied based on the service history of the **Unit**.
4. The **Unit** must be made available for inspection, if requested by **Us**.
5. If approved, the **Administrator** will provide **You** with confirmation of coverage.

J. TRANSFER OF YOUR AGREEMENT

This Agreement is for Your benefit and is transferable to the next subsequent private purchaser of the Unit only while the Agreement is in force and if certain conditions are met. You may not transfer this Agreement if the Unit is sold or traded (retail or wholesale) to a dealer or wholesaler.

A completed transfer application and a fifty-dollar (\$50) transfer fee must be submitted to the Administrator within thirty (30) days of a change in ownership, along with the following:

1. **A notarized copy of the documentation showing change of title and odometer reading;**
2. **Proof of maintenance recommended by the manufacturer; and**
3. **If the manufacturer's warranty requires a transfer, a copy of the completed transfer form.**

The requisite transfer application form may be obtained from the Administrator. Transfer applications are subject to approval by the Administrator. In the event the transfer application, fee, and required documentation is postmarked after thirty (30) days of the change in ownership, then this Agreement will be deemed NON-TRANSFERABLE.

K. CANCELLATION OF YOUR AGREEMENT

1. **You** may cancel this **Agreement** at any time. To cancel, **You** must submit a written request and return this **Agreement** to the selling dealer or, if necessary, directly to the **Administrator**. An odometer statement indicating the odometer reading at the date of the request and a signed cancellation request form will be required to process **Your** refund. If this **Agreement** is canceled within the first sixty (60) days, **You** will be refunded the entire **Agreement** Purchase Price less any **Claim(s)** paid. If this **Agreement** is canceled after the first sixty (60) days, **You** will be refunded an amount of the **Agreement** Purchase Price according to the pro-rata method reflecting the greater of the days in force or the miles driven based on the term of the **Plan** selected and the date coverage begins, less any **Claim(s)** paid and a [fifty dollar (\$50.00)] administrative fee. In the event of cancellation, the Lienholder, if any, will be named on the cancellation refund check as its interest may appear. The right to cancel this **Agreement** is non-transferable and shall only apply to the original **Agreement** Holder.
2. **We** may cancel this **Agreement** for nonpayment of the **Agreement** Purchase Price, or for a material misrepresentation made in obtaining this **Agreement** or in the submission of a **Claim**, or in the event **Your Unit** is modified/altere as listed in the **Agreement** Exclusions or is used in a manner excluded by the **Agreement**. If this **Agreement** is canceled by **Us**, **We** will refund an amount of the **Agreement** Purchase Price according to the pro-rata method reflecting the greater of the days in force or the miles driven based on the term of the **Plan** selected and the date coverage begins. In the event of cancellation, the Lienholder, if any, will be named on the cancellation refund check as its interest may appear. A written notice of cancellation, stating the effective date and reason for the cancellation will be mailed to the **Agreement** Holder at the last known address at least 5 days before the effective date of the cancellation.
3. If **Your Unit** and this **Agreement** have been financed, the Lienholder shown on the **Declaration Page** may cancel this **Agreement** for nonpayment or if **Your Unit** is declared a total loss or is repossessed. This right of cancellation does not confer ownership of this **Agreement** to the Lienholder or otherwise entitle the Lienholder to performance under this **Agreement**.

L. EXCLUSIONS

THIS AGREEMENT DOES NOT PROVIDE COVERAGE FOR REPAIR IF:

- not previously authorized by the Administrator;
- For any failure or claim caused by a condition that existed prior to the purchase of this agreement;
- Breakdowns outside the continental United States of America, Alaska, Hawaii, and Canada; - the Unit has been used for hauling trailers in excess of the Manufacturer's rated capacity;
- any units used for rental purposes;
- hauling trailers or tow vehicles without suitable equipment;
- when the purpose is to raise compression or correct oil consumption which includes: worn rings, worn or burned valves;
- You cannot provide to the Administrator accurate records proving that You have maintained the Unit in accordance with the manufacturer's specifications and instructions;
- any mechanical alterations have been made by You to the Unit, including, but not limited to: the use of oversized tires; frame or suspension modifications; or removal of any emission control system parts;
- covered under the Manufacturer's: warranty, recall, special policy, or any other agreement or written warranty; - any valid collectible insurance policy;
- a breakdown is directly or indirectly caused by Overheating of any covered part or non-covered part;
- agreement holder failed to maintain proper fluid qualities and levels of coolants, fluids, or lubricants, carbon deposits or sludge, contamination of any fluids, corrosion, rust;
- from damage resulting from continued operation in a failed condition;
- the Unit has been abused or neglected;
- accident or collision, vandalism, theft, lightning, flood, Acts of God, Acts of Nature, or any other events beyond our control;
- failure or loosening of fasteners, connections, or bolts;
- the Unit is a total loss, has been repossessed or is the subject of a repossession action;
- for liabilities for damage to property or for injury to or death of any person arising out of the operation, repair, maintenance or use of the Unit, whether or not related to any covered part;
- for consequential losses or damage, unless specifically covered herein;
- costs not necessary to correct a Breakdown or any part that has not suffered a Breakdown;
- damages or any loss resulting from faulty or negligent repair work, improper/mis-diagnosis, or installation of defective parts;
- damage to the vehicle being towed by the Unit, if any, regardless if the damage is caused by the failure of a covered part; - obsolete parts/components or retrofitting due to unavailability of parts;
- frame, structural damage, adjustments, bent axles, alignments, ramps, bumpers;
- shop supplies, hazardous waste removal or maintenance supplies or services, freight;
- any claims papers received after sixty (60) days from the authorization date will result in a claim denial; - non-factory installed parts;
- awning material, roofing materials, sealants, sheet metal, siding, glass, wheel covers, glass, washers, doors, louvers, vents, rattles, wind and squeaking noises, water leak repairs; - rubber moldings, weather stripping;
- bowed walls or ceilings, carpet, flooring, (wood, hard surface and resilient), warping or uneven floors, windows, wood framing, woodwork and mill-work;
- bedding, upholstery, canvas, retractable screens, window shades, treatments and draperies;
- cabinetry, vanities, caulking or grouting, cosmetic damage, delamination, discoloration of any material, counter tops, furniture, glazing, gluing compounds, knobs or dials;
- telecom wiring, computer software updates or new software installation, cellular phones, personal computers, infrared systems;
- accessories for microwaves and/or ovens;
- routine maintenance items including but not limited to: filters, spark or glow plugs, battery, brakes pads and shoes, brake rotors and drums (unless in connection with a covered part failure), fluids (unless in connection with a covered part failure); - exhaust system, EGR valve, carburetor.
- bright metal parts, metal or plastic trim, paint (whether or not the painting of the parts is due to a covered part failure);
- water purification filters, water separators, hoses and lines not specifically listed in the schedules of coverages section; - strut/shock absorbers;
- safety restraint systems (airbags and seat-belts);
- any part whose only purpose is for illumination, such as, but not limited to: sealed beams, high intensity discharge(H.I.D. or Xenon) headlamp bulbs, H.I.D. headlamp assemblies or H.I.D. headlamp ballasts, Hi intensity Light Emitting Diode(H.I.L.E.D.) headlamp assemblies, H.I.L.E.D. replacement units, H.I.L.E.D. cooling systems, L.E.D. (Light Emitting Diode) assemblies of any kind, light bulbs, lenses;
- for any of the following generator parts: repair costs when the purpose is to raise compression or correct oil consumption which includes: removal of any emissions control parts or for repair costs or expenses if a breakdown is directly or indirectly caused by overheating of any covered part or non-covered part or by the failure of the agreement holder to maintain proper qualities and levels of coolant, fluids or lubricants, carburetor, distributor cap and rotor, exhaust system, resonators, water separators, spark or glow plugs, spark plug wires or tune ups;
- the odometer of the Unit has been broken or becomes inoperable or unreliable for any reason and odometer repairs were not made immediately at the time of failure or if the odometer has been tampered with, disconnected, or altered in any way while owned by You;

- any parts included in any of the optional coverages section unless the option and surcharge has been elected on the declaration page
- if the Unit has been used for commercial purposes (unless commercial use surcharge is selected and paid)
- Unit is used for full time residence (unless full time use surcharge is selected and paid)
- any loss or damage resulting from road hazards or tires, wheels, and wheel balancing (unless you have selected and paid for the optional tire and wheel road hazard coverage)
- power surges (unless you have selected and paid for the optional power surge coverage)
- damage caused to, or caused from, a non-covered part (unless consequential loss coverage surcharge is selected and paid)

M. INSURANCE STATEMENT

This is not an insurance policy.

Our obligations to perform under this **Agreement** are insured under an insurance policy issued by Lyndon Southern Insurance Company 10151 Deerwood Park Blvd., Bldg. 100, Ste. 500, Jacksonville, FL 32256, Tel: (800) 888-2738, except in California, Georgia, New York, Rhode Island and Wisconsin. In Georgia, the Obligor is insured under an insurance policy issued by the Insurance Company of the South, 10151 Deerwood Park Blvd., Bldg. 100, Ste. 500, Jacksonville, FL 32256, Tel: (800) 888-2738. In New York and Wisconsin, the Obligor is insured under an insurance policy issued by the Blue Ridge Indemnity Company, 10151 Deerwood Park Blvd., Bldg. 100, Ste. 500, Jacksonville, FL 32256, Tel: (800) 888-2738. In California and Rhode Island, the Obligor is insured under an insurance policy issued by Atlantic Specialty Insurance Company, 605 North Highway 169, Suite 800, Plymouth, MN 55441, Tel: (800) 888-2738. If the Obligor fails to pay an authorized claim within sixty (60) days, or if the obligor becomes insolvent or ceases to conduct business during the term of this agreement, you may submit your claim directly to the applicable insurer at the above address for consideration.

N. 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.

Arbitration is a method of resolving any Claim without filing a lawsuit. In this Arbitration Agreement and Class Action Waiver (collectively including all of this section of this **Agreement**), **You, We**, and the **Administrator/Obligor** (the "Parties") are agreeing to submit any and all Claims to binding arbitration on an individual basis for resolution. This Arbitration Agreement and Class Action Waiver sets forth the terms and conditions of Our Agreement to binding arbitration. The Parties agree that any and all claims, disputes and controversies related in any way to this **Agreement**, including but not limited to claims related to the underlying transaction giving rise to this Agreement, or claims related to the sale, financing or fulfillment of this **Agreement** (collectively, "Claims"), shall be resolved by final and binding arbitration. "Claims" shall be given the broadest meaning possible and includes, without limitation, Claims arising under Agreement, tort, statute, regulation, rule, ordinance or other rule of law or equity, and Claims against any of **Our** or the **Administrator's** owners, shareholders, members, affiliates, subsidiaries, divisions, directors, officers, employees, representatives, agents, successors, or assigns. "Claims" does not include a statutory claim for public injunctive relief brought under any California statute enacted for a public reason, provided that **You** are a California resident or that **You** purchased **Your Agreement** in California. In arbitration, Claims are resolved by an arbitrator and not by a judge or jury. THE PARTIES, INCLUDING You, WAIVE ANY RIGHT TO HAVE CLAIMS DECIDED BY A JUDGE OR JURY.

In addition, except as expressly stated in the Class Action Waiver or otherwise expressly stated herein, the arbitrator shall have exclusive authority to decide all issues related to the enforcement, applicability, scope, validity, and interpretation of this Arbitration Agreement, including but not limited to any unconscionability 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 waiving 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.

The arbitration shall be administered by the American Arbitration Association (“AAA”). The arbitration shall be conducted pursuant to the AAA Consumer Arbitration Rules (the “Code”). Information on AAA and a copy of the Code may be found at the following number and URL: American Arbitration Association, (800) 778-7879, www.adr.org. The arbitration will be governed by federal substantive law and the substantive and procedural provisions of the Federal Arbitration Act (“Act”), 9 U.S.C. §§ 1-16. If federal substantive law holds that state law should apply to any issue relating to the arbitration, then the law of the state where **You** purchased the **Agreement** shall apply, without regards to conflicts of law. The arbitration will occur before a single, neutral arbitrator selected in accordance with the Code in effect at the time the arbitration is commenced. If **Your** total damage claims (not including attorney’s fees) do not exceed \$25,000, then all Claims shall be resolved by the Code’s Procedures for the Resolution of Disputes through Document Submission, except that a Party may ask for a hearing or the arbitrator may decide that a hearing is necessary. If a hearing is held, **You** have a right to attend the arbitration hearing in person, and **You** may choose to have any arbitration hearing held in the county in which You live, the closest AAA location to Your residence, or via telephone. In the event that the specified arbitration forum is unavailable, the Parties may agree on a substitute arbitration forum. If the Parties cannot agree, a court of competent jurisdiction may appoint a substitute arbitration forum. For information about how to initiate arbitration with the AAA, the Parties may refer to the AAA Code and forms at www.adr.org or call (800) 778–7879. If **You** initiate arbitration with AAA, **You** must pay the AAA filing fee in an amount no greater than the fee **You** would have to pay if You filed a complaint in federal court. We will pay any remaining Costs of arbitration required by the Code (“Arbitration Costs”); however, if the arbitrator determines that any of Your claims are frivolous, **You** shall bear all of the Arbitration Costs. If We initiate arbitration against **You**, We will pay the AAA filing fee and the Arbitration Costs. Each party will pay his/her/its own attorney’s fees, as well as costs relating to proof and witnesses, regardless of who prevails, unless applicable law and/or the Code gives a party the right to recover any of those fees from the other party. An arbitration award may not be set aside except upon the limited circumstances set forth in the Federal Arbitration Act. An award in arbitration will be enforceable under the Federal Arbitration Act by any court having jurisdiction. The time for commencing an arbitration asserting any Claim shall be determined by reference to the applicable statute(s) of limitations, including the applicable rules governing the commencement of the limitations period, and a Claim in arbitration is barred to the same extent it would be barred if it were asserted in court of law or equity rather than in arbitration.

If any portion of this Arbitration Agreement is deemed invalid or unenforceable, all the remaining portions of this Arbitration Agreement shall nevertheless remain valid and enforceable, provided, however, that if any portion of the Class Action Waiver is deemed invalid or unenforceable, then this Arbitration Agreement shall be invalidated and unenforceable in its entirety. 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.

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 Us WITHIN THIRTY (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 either:

(1) 10151 Deerwood Park Blvd., Building 100, Suite 500, Jacksonville, FL 32256, Attn: Legal or (2) legal@fortegra.com, 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.

LIMITED APPLICABILITY OF THE FEDERAL MAGNUSON MOSS WARRANTY ACT:

You agree and acknowledge that **You** have paid an additional fee for this **Agreement** that is separate and apart from the purchase price **You** paid for the **Covered Vehicle**. Because of that separately stated consideration, **You** agree and acknowledge that this **Agreement** is not part of the basis of the bargain for **Your** purchase of the **Covered Vehicle**. **You** further agree and acknowledge that **We**, the **Administrator/Obligor** under this **Agreement**, are not the supplier of the **Covered Vehicle**. Consequently, this **Agreement** is not a “written warranty” under the federal Magnuson Moss Warranty Act. As a result, this **Agreement** is not subject to the provisions of the Magnuson Moss Warranty Act that apply only to a “written warranty”.

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, 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 CONTRACT, NEGLIGENCE, OR OTHER WRONGFUL ACT OR OMISSION, EVEN IF IT HAS BEEN ADVISED 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.

SPECIAL STATE REQUIREMENTS

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

ALABAMA

K. 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 **Contract to Us**. In the event **We** cancel the **Contract**, **We** will mail a written notice to **You** at **Your** last known address at least five (5) days prior to cancellation with the effective date for the cancellation and the reason for cancellation. **We** are not required to mail **You** written notice if the reason for cancellation is nonpayment of the Provider fee or a material misrepresentation by **You** to the Provider relating to the covered property or its use. If **We** cancel, refunds will be calculated according to the Pro-Rata method and no administration fee will be charged. Consequential damages and pre-existing conditions are excluded under this **Service Contract**.

ALASKA

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

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

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 is applicable. **You** may cancel this **Contract** by submitting a written request to the **Dealer/Seller** containing a copy of **Your Contract** and the current mileage on **Your Vehicle**. During the first thirty (30) days from the **Contract** Purchase Date, **We** or the **Dealer/ Seller** will refund **You** one hundred percent (100%) of the **Contract** Purchase Price with no deductions for any claims or pending claims. After the first thirty (30) days from the **Contract** Purchase Date, **We** or the **Dealer/Seller** will refund **You** a pro-rated amount of the **Contract** Purchase Price, based on the months remaining, less a twenty-five-dollar (\$25) cancellation fee or no more than 10% of the gross amount paid by **You** for this **Contract**. **We** may not cancel or void this **Contract** or any provisions of this **Contract** due to (1) **Our** acts or omissions in failing to provide correct information or to perform services or repairs in a timely, competent, and workman like manner, (2) A **Mechanical Breakdown** that existed prior to the **Contract** Purchase Date, (3) prior use or unlawful acts relating to the covered **Vehicle**, (4) **Our** misrepresentation, and (5) ineligibility of the **Vehicle** for coverage. EXCLUSIONS section is amended as follows: PreExisting Condition(s) are not excluded, if such conditions were known or should have been known by **Us** or **Dealer/Seller** selling the **Contract** on **Our** behalf.

CALIFORNIA: If **You** are not satisfied with the insurance company's response, **You** may contact the California Department of Insurance at (800) 927-4357. CANCELLATION section is amended as follows: **You** may cancel this **Contract** by submitting a written request to the **Dealer** containing a copy of **Your Contract**. If **You** request a cancellation during the first sixty (60) days from the **Contract** Purchase Date, **We** will refund **You** one hundred percent (100%) of the **Contract** Purchase Price, less any claims paid on **Your Contract**. After the first sixty (60) days from the **Contract** Purchase Date, **We** will refund **You** a pro-rated amount of the **Contract** Purchase Price, based on the term remaining of the **Contract**, less a cancellation fee of either ten percent (10%) of the **Contract** Purchase Price or twenty-five dollars (\$25), whichever is less. **We** may cancel this **Contract** during the first thirty (30) days of the

Contract Purchase Date for any reason. After thirty (30) days, **We** may cancel this **Contract** due to **Your** material misrepresentation or fraud at time of sale, or **Your** failure to pay the **Contract** Purchase Price. If **We** cancel this **Contract**, **We** or the Dealer will refund **You** one hundred percent (100%) of the **Contract** Purchase Price, less any claims paid by **Us**. No cancellation fee will apply in the event **We** cancel this **Contract**.

Any refund will be sent to the **Covered Vehicle's** lienholder unless the lien is satisfied. ARBITRATION section is amended as follows: The arbitrators shall not have the power to commit errors of law or legal reasoning, and the award may be vacated or corrected on appeal to a court of competent jurisdiction for any such error. All arbitration shall be handled in accordance with the California Arbitration Act (California Code of Civil Procedure, Section 1280). All references to Commercial arbitration rules are replaced with Consumer arbitration rules. The class action waiver is deleted in its entirety. The fees and costs are amended to comply with California Code of Civil Procedure, Section 1284.3. The clause stating "It is understood and agreed that the transaction evidenced by this **Contract** takes place in and substantially affects interstate commerce" is removed in its entirety.

Performance to you under this contract is guaranteed by a California approved insurance company. You may file a claim with this insurance company if any promise made in the contract has been denied or has not been honored within 60 days after your request. The name and address of the insurance company is: (Atlantic Specialty Insurance Company, 605 North Highway 169, Suite 800, Plymouth, MN 55441, Tel: (800) 888-2738.). If you are not satisfied with the insurance company's response, you may contact the California Department of Insurance at 1-800-927-4357 or access the department's Internet Web site (www.insurance.ca.gov)

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

CONNECTICUT:

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 **Contract**: In addition to the Dealer warranty required by this law, **You** have elected to purchase this **Contract**, 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 **Contract**. The required Dealer warranty is provided free of charge. Furthermore, the Definitions, Coverages and Exclusions stated in this **Contract** apply only to this **Contract** and are not the terms of the required Dealer warranty. If this **Service Contract** has a term of less than one (1) year, the **Service Contract** term shall be extended for the time period the vehicle is being repaired under this **Service Contract**.

K. CANCELLATION. – is amended to include the following: This **Contract** may be cancelled by **You** if **Your** vehicle is lost or stolen. **You** may cancel this **Contract** at any time for any reason by submitting a written request to the **Dealer/Seller** containing a copy of **Your Contract**. **You** may cancel this **Contract** if the **Vehicle** is returned, sold, lost, stolen, or destroyed. If **You** have filed a claim under this **Contract** and the **Obligor** fails to pay or provide service within sixty (60) days of filing such a claim, or if the **Obligor** becomes insolvent or otherwise financially impaired, **You** may submit **Your** claim in writing with a copy of this **Contract** and the sales receipt for the product to Lyndon Southern Insurance Company at 10151 Deerwood Park Blvd., Bldg. 100, Suite. 500, Jacksonville, FL 32256 or by calling (800) 888-2738.

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 Contract** 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.**

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

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

GEORGIA

K. 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 Contract 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 **Contract** premium, such cancellation will be made in writing to **You** and the Lienholder (if applicable), not less than ten (10) days notice. For non-payment of **Contract** premium, written notice shall be 10 days and if cancelled for any other reason written notice shall be 30 days. If **We** cancel this **Contract**, **You** will receive written notice to comply with 33-24-44 of the Georgia Insurance Code.

M. EXCLUSIONS – 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 **Contract**. **Sludging is deleted in its entirety. Any Breakdown caused by carbon or carbon build-up.**

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

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

Breakdowns caused by any alterations which have been made to Your Vehicle by Your or with Your knowledge and are not factory installed.

IDAHO: Coverage afforded under this **Contract** is not guaranteed by the Idaho Insurance Guarantee Association.

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

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

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

IOWA

K. 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: Commissioner of Iowa Department of Insurance, 330 Maple St. Des Moines, IA 50319-0065 or call 515-281-5705 or 877-955-1212.

MAINE

K. CANCELLATION. – is amended to include the following: If **You** cancel this **Contract** 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 Contract** 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 Contract** 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.

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

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

MARYLAND: K. CANCELLATION - is amended as follows: If **You** are the original **Contract** Holder and **You** cancel this **Contract** within thirty (30) days of the original **Contract** Purchase Date, and if no claims have been paid, a full refund will be issued. After the first thirty (30) days, **You** will receive a pro-rated refund based upon terms or mileage, whichever is greater. The refund will be based on the unearned amount paid for this **Contract**, less any approved claim amounts. The cancellation fee does not apply in Maryland. A ten percent (10%) penalty per month shall be added to a refund that is not made within forty-five (45) days of return of this **Contract** to **Us**.

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

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

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

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

MASSACHUSETTS

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

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 CONTRACT.

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 **Contract**: In addition to the Dealer warranty required by this law, **You** have elected to purchase this **Contract**, 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 **Contract**. The required warranty is provided free of charge. Furthermore, the definitions, Coverages and exclusions stated in this **Contract** apply only to this **Contract** and are not the terms of the required Dealer warranty.

MISSISSIPPI:

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

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

IMPORTANT NOTICE ABOUT YOUR COVERAGE:

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

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

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

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.

K. 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 contract to **Us**.

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

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

NEBRASKA: ARBITRATION section is deleted in its entirety and replaced with the following: Any claim or dispute in any way related to this **Contract**, by a person covered by this **Contract** against **Us** or **Us** against a person covered under this **Contract**, may be resolved by arbitration only upon mutual consent of the parties. Arbitration pursuant to this provision shall be subject to the following: a) No arbitrator shall have the authority to award punitive damages or attorney's fees;

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

NEW MEXICO

K. CANCELLATION. - is amended to include the following: The right to cancel the Contract is not transferable and applies only to the original Contract purchaser. If a refund is not paid by **Us** within sixty (60) days after **Your** return of the Contract 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** Contract has been in effect for at least seventy (70) days, **We** may not cancel it prior to the expiration date, or one year after the effective date of the Contract, whichever comes first, unless:

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

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

NEW YORK: CANCELLATION section is amended as follows: If this **Contract** is originally delivered to **You** by mail, **You** may cancel this **Contract** within thirty (30) days after the **Contract** was mailed to **You** and receive a full refund of the **Contract** Purchase Price provided no claim has been made under the **Contract**. If a full refund is due to **You** under this **Contract**, a ten percent (10%) penalty per month will be added to the refund if it is not made within thirty (30) days of return of the **Contract** to **Us**.

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

NEVADA: ARBITRATION does not apply in Nevada. CANCELLATION section is deleted in its entirety and replaced with the following: **You** may cancel this **Contract** by submitting a written request to the **Dealer/Seller** containing a copy of **Your Contract** and the current mileage on **Your Vehicle**. During the first thirty (30) days from the **Contract** Purchase Date, **We** or the **Dealer/Seller** will refund **You** one hundred percent (100%) of the **Contract** Purchase Price. After the first thirty (30) days from the **Contract** Purchase Date, **We** will refund **You** a pro-rated amount of the **Contract** Purchase Price, less a twenty-five dollar (\$25) cancellation fee, within forty-five (45) days after the **Contract** has been returned to **Us**. A ten percent (10%) penalty per month shall be added to a refund that is not made within forty-five (45) days of return of this **Contract** to **Us**. **We** may cancel this **Contract** during the first thirty (30) days of the **Contract** Purchase Date for any reason. After thirty (30) days, **We** may cancel this **Contract** for material misrepresentation or fraud by **You** at time of sale or nonpayment of **Contract** Purchase Price by **You**. If **We** cancel this **Contract**, **We** or the **Dealer/Seller** will refund **You** one hundred

percent (100%) of the **Contract** Purchase Price. No claims paid on **Your Contract** will ever be deducted from any refund issued pursuant to this **Contract** in Nevada. If **We** cancel this **Contract**, no cancellation will become effective until at least fifteen (15) days after the notice of cancellation is mailed to **You**. If **Your Contract** is financed, the lender has the right to receive any portion of the cancellation refund amounts. If **Your Vehicle** is repossessed, stolen or declared a total loss, **You** authorize the lender to cancel this **Contract**. In either case, no cancellation will become effective until at least fifteen (15) days after the notice of cancellation is mailed to **You**. This **Contract** is non-renewable. This **Contract** will not be initially issued to any vehicle whose original warranty has ever been voided by the manufacturer. However, if this **Contract** has already been issued and the manufacturer's warranty becomes void during the term of this **Contract**, **We** will not automatically suspend all coverage. **We** will not provide any coverage that would have otherwise been provided under the manufacturer's warranty. However, **We** will continue to provide any other coverage under this **Contract**, unless such coverage is otherwise excluded by the terms of this **Contract**. If **You** are not satisfied with the manner in which **We** are handling the claim on the **Contract**, **You** may contact the Nevada Commissioner by use of the toll-free telephone number: (888) 872-3234.

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

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

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

NORTH CAROLINA: CANCELLATION section is amended as follows: A twenty-five dollar (\$25) cancellation fee or ten percent (10%) of the pro-rata refund amount, whichever is less, is applicable. **We** may only cancel this **Contract** for non-payment of premium or for a direct violation of the **Contract** by **You**.

OHIO

THIS CONTRACT IS NOT INSURANCE AND IS NOT SUBJECT TO THE INSURANCE LAWS OF THIS STATE. In the event **You** cancel the **Contract** as stated in the CANCELLATION section and no refund is received, **You** may contact Lyndon Southern Insurance Company directly for **Your** refund.

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

OKLAHOMA

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 contract is not guaranteed by the Oklahoma Insurance Guaranty Association. Oklahoma Service Warranty Statutes do not apply to commercial use references in Service Warranty Contracts.

K. CANCELLATION. – is amended to include the following: **We** may cancel this **Contract** for non-payment of the **Contract** charge, or for intentional misrepresentation in obtaining this **Contract** or submitting a claim. In the event the **Contract** is cancelled by **Us**, return of the premium shall be based upon 100% of the unearned pro-rata premium received.

If **Your Vehicle** and this **Contract** have been financed, the lienholder may cancel this **Contract** for non-payment, or if **Your Vehicle** has been declared a total loss or has been repossessed. The rights under this **Contract** are transferred to the lienholder and the lienholder is also entitled to any resulting refund. In the event of cancellation, the lienholder, if any, will be named on the cancellation refund check.

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

OREGON: ARBITRATION does not apply in Oregon.

SOUTH CAROLINA

If **You** have any questions regarding this **Contract**, or a complaint against **Us**, **You** may contact the South Carolina Department of Insurance at P.O. Box 100105, Columbia, SC 29202, (803) 737-6160, info@doi.sc.gov. **K. 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 Contract** 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 **Contract**, unless the reason for **Our** cancellation of this **Contract** is non-payment of the purchase price of this **Contract**, 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 **Contract**.

TEXAS

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

You may apply directly with the insurer, Lyndon Southern Insurance Company 10151 Deerwood Park Blvd., Jacksonville, FL 32256, Tel: (800) 888-2738 if a refund is not paid before the 46th day after the date on which the **Contract** was canceled. 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 Contract**.

UTAH: Coverage afforded under this **Contract** is not guaranteed by the Utah Property and Casualty Guaranty Association. This **Contract** is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department. CLAIMS PROCEDURES section is amended as follows: If **You** fail to give any notice or file any proof of loss required by this **Contract** within the time specified in this **Contract**, it does not invalidate a claim made by **You** if **You** show that it was not reasonably possible to give the notice or file the proof of loss within the prescribed time and that notice was given or proof of loss was filed as soon as reasonably possible.

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

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

We may cancel this **Contract** for any reason within (90) days of the **Contract** Purchase Date for the following: 1.

Material misrepresentation;

2. Substantial change in risk; or

3. Substantial breaches of contractual duties

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

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

VIRGINIA

NOTICE TO SELLER:

Sellers are not permitted to sell vehicles Service Contracts on leased vehicles pursuant to the provisions of administrative letters 1982-10 and 1982-16. If any promise made in the contract has been denied or has not been honored within sixty (60) days after Your request, You may contact the Virginia Department of Agriculture and Consumer Services, Office of Charitable and Regulatory Programs at www.vdacs.virginia.gov/food-extended-service-contract-providers.shtml to file a complaint.

WASHINGTON: All references to Administrator throughout this Contract are replaced with Service Provider. CANCELLATION section is deleted in its entirety and replaced with the following: You may cancel this Contract by submitting a written request to the Dealer/Seller stating the date upon which the cancellation is effective, and containing a copy of Your Contract. During the first thirty (30) days from the Contract Purchase Date, We or the Dealer/Seller will refund You 100% of the Contract Purchase Price, less any claims paid on Your Contract. After the first thirty (30) days from the Contract Purchase Date, We or the Dealer/Seller will refund You a pro-rated amount of the Contract Purchase Price, based on the months remaining, less a twenty-five dollar (\$25) cancellation fee. If You are the original Contract Holder and You cancel this Contract within thirty (30) days of the original Contract Purchase Date, a ten percent (10%) penalty per month shall be added to a refund that is not made within thirty (30) days of return of this Contract to Us. We may cancel this Contract during the first thirty (30) days for the Contract Purchase Date for any reason. After thirty (30) days, We may cancel this Contract non-payment of Contract Purchase Price by the Dealer/Seller to Us, or for material misrepresentation or fraud at time of sale. If We cancel this Contract, We or the Dealer/Seller will refund You 100% of the Contract Purchase Price. If We cancel this Contract, We shall mail written notice to You at Your last known address no less than twenty-one (21) days prior to the effective date of the cancellation. The notice shall state the effective date and the reason for cancellation. If We have notice of a lender and a Discharge of Lien is not provided, any refund will be issued to the lender. If Your Vehicle is repossessed, stolen or declared a total loss, You authorize the lender on the Declarations Page to cancel this Contract. If cancelled, the Contract will not be reinstated.

ARBITRATION section is amended to add the following: The Insurance Commissioner of Washington is the Service Provider's attorney to receive service of process in any action, suit or proceeding in any court, and the state of Washington has jurisdiction of any civil action in connection with this Contract. Arbitration proceedings shall be held at a location in closest proximity to the service Contract holder's permanent residence.

You may file a direct claim with the Lyndon Southern Insurance Company at any time. Our obligations under this Contract are insured under insurance policy number AKMC-WA issued by Lyndon Southern Insurance Company, 10151 Deerwood Park Blvd., Bldg. 100, Suite. 500, Jacksonville, FL 32256, Tel: (800) 888-2738. In the event We fail to pay an authorized claim within sixty (60) days after proof of loss has been filed, You may file a direct claim with Lyndon Southern Insurance Company. To do so, please call the following toll-free number for instructions: (800) 888-2738.

WEST VIRGINIA: The cancellation fee does not apply in West Virginia. ARBITRATION section is amended as follows: If both parties agree to arbitrate, each party will select an arbitrator. The two arbitrators will select a third arbitrator. If they cannot agree upon the selection of a third arbitrator within thirty (30) days, both parties must request that selection of a third arbitrator be made by a judge of a court having jurisdiction. Local rules of law as to procedure and evidence will apply. Payment of the arbitrator's fee shall be made by **Us**

if coverage is found to exist. If coverage is not found, each party will: (a) pay its chosen arbitrator; and (b) bear the other expenses of the arbitrator equally. Section VIII. Insurance Statement is amended as follows: If a covered **Claim** is not paid within fifteen (15) working days from the agreed upon settlement, **You** may file a **Claim** directly with Lyndon Southern Insurance Company.

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

CANCELLATION section is deleted in its entirety and replaced with the following: **You** may cancel this **Contract** by submitting a written request to the **Dealer/Seller** containing a copy of **Your Contract** and the current mileage on **Your** vehicle. During the first thirty (30) days from the **Contract** Purchase Date, **We** or the **Dealer/Seller** will refund **You** one hundred percent (100%) of the **Contract** Purchase Price, less any claims paid on **Your Contract**. After the first thirty (30) days from **Contract** Purchase Date, **We** or the **Dealer/Seller** will refund **You** a pro-rated amount of the **Contract** Purchase Price, based on the lesser of the months or miles remaining, less a cancellation fee not to exceed the lesser of ten percent (10%) of the **Contract** Purchase Price or fifty dollars (\$50). If **You** are the original **Contract** holder and **You** cancel this **Contract** within thirty (30) days of the original **Contract** Purchase Date, **We**, shall pay a ten percent (10%) per month penalty of the refund amount outstanding which **We** shall add to the amount of the refund that is not made within forty-five (45) days of return of this **Contract** to **Us**. **You** may cancel this **Contract** at any time in the event of total loss of property covered by this **Contract** that is not covered by a replacement of the property pursuant to the terms of the **Contract**. **We** or the **Dealer/Seller** will refund **You** a pro-rated amount of the **Contract** Purchase Price less any claims paid on **Your Contract**. **We** may cancel this **Contract** for material misrepresentation or fraud at time of sale, substantial breach of duties by the **Contract** holder relating to **Contract** coverage, or nonpayment of **Contract** Purchase Price. If **We** cancel this **Contract**, **We** will provide written notice of cancellation, including the effective date of the cancellation and the actual reason for the cancellation, to the last known mailing address at least five (5) days prior to the effective date of the cancellation. If **We** cancel this **Contract**, **We** or the **Dealer/Seller** will refund **You** one hundred percent (100%) of the **Contract** Purchase Price, less any claims paid on **Your Contract**.

ARBITRATION does not apply in Wisconsin.

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

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 at Fortegra.com. 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 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 Fortegra.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.

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