HERO PROTECTS	**TIRE & WHEEL PROTECTION AGREEMENT SCHEDULE PAGE**	**This Agreement is not valid unless completely filled out. Please print or type.** **FOR ADMINISTRATOR USE ONLY** **AGREEMENT NUMBER:**

PURCHASER INFORMATION

BUYER:			CO-BUYER:	
MAILING ADDRESS:				CITY:
STATE:	ZIP CODE:	TELEPHONE:	EMAIL:	

SELLER/DEALER INFORMATION

SELLER/DEALER NAME:			SELLER/DEALER TELEPHONE:
MAILING ADDRESS:	CITY:	STATE:	ZIP CODE:

LIENHOLDER INFORMATION

LIENHOLDER NAME:			LIENHOLDER TELEPHONE:
MAILING ADDRESS:	CITY:	STATE:	ZIP CODE:

VEHICLE DESCRIPTION

YEAR:	MAKE:	MODEL:
IN-SERVICE DATE*:	CURRENT ODOMETER:	VEHICLE IDENTIFICATION NUMBER (17 DIGITS):
VEHICLE PURCHASE DATE:	VEHICLE PURCHASE PRICE:	CLASS:

COVERAGE DESCRIPTION

AGREEMENT PURCHASE PRICE:	AGREEMENT PURCHASE DATE:	EXPIRATION DATE:
DEDUCTIBLE: **$0**	AGREEMENT TERM:	**MANDATORY SURCHARGE:** ☐ CHROME WHEELS ☐ 4X4 / AWD

DECLARATIONS

The undersigned acknowledges and understands that:

1. The Purchaser has reviewed and understands this Tire & Wheel Protection Agreement and will abide by the terms of the Agreement.
2. This is an Agreement between the Purchaser and the Provider, Assurance Express, LLC, located at 13801 Riverport Dr., Suite 100, Maryland Heights, MO 63043, (855) 203-9876.
3. This Agreement must be received by the Administrator, Hero Protects, LLC, located at 13801 Riverport Dr., Suite 100, Maryland Heights, MO 63043, from the Seller, verified and accepted by the Administrator for Vehicle eligibility.
4. This Schedule Page will be attached to and will become part of the Agreement.
5. The undersigned confirms that the information contained in this Schedule Page is accurate and complete to the best of their knowledge and belief.
6. Performance to You under this Agreement is guaranteed by an authorized insurance company. You may file a claim with this insurance company if any promise made in the Agreement has been denied or has not been honored within sixty (60) days from the date proof of loss was filed. The name and address of the insurance company is Lyndon Southern Insurance Company, 10751 Deerwood Park Blvd, Ste. 200, Jacksonville, FL 32256, (800) 888-2738.
7. **AUTHORIZATION IS REQUIRED FROM THE ADMINISTRATOR PRIOR TO ANY AND ALL REPAIRS OR REPLACEMENT OF COVERED COMPONENTS. TO FILE A CLAIM, CALL TOLL-FREE (855) 203-9876.**
8. **PURCHASE OF THIS AGREEMENT IS OPTIONAL AND IS NOT REQUIRED IN ORDER TO PURCHASE A VEHICLE OR OBTAIN VEHICLE FINANCING.**

______________________	__________	______________________	__________
Purchaser	Date	Seller Representative	Date

You should read this Agreement carefully. It contains the entire Agreement between You and Us and takes precedence over any other written or oral statement. This is a service agreement, not a warranty or insurance contract. Any modification, alteration, or change to the preprinted terms and conditions is invalid and of no force or effect. You acknowledge Your understanding of, and agreement to, the DISPUTE RESOLUTION/ARBITRATION AGREEMENT AND CLASS ACTION WAIVER section, including the OPT-OUT PROVISION. This Agreement is based on the information You provided in the Schedule Page.

REVIEW "SPECIAL STATE DISCLOSURES AND REQUIREMENTS" FOR ANY RIGHTS, PRIVILEGES, AND CONDITIONS THAT GOVERN THIS AGREEMENT IN YOUR STATE. THIS IS NOT A VEHICLE LIABILITY INSURANCE CONTRACT. THIS IS NOT AN AUTOMOBILE PHYSICAL DAMAGE INSURANCE CONTRACT.

I. DEFINITIONS

The following words whether capitalized or in bold have the following meaning throughout this Agreement.

Administrator – Hero Protects, LLC acts as Administrator, 13801 Riverport Dr., Suite 100, Maryland Heights, MO 63043, (855) 203-9876, except in California and Florida. In California the Administrator is LOTSOLUTIONS, INC. d/b/a LOTSolutions Administration, located at [10751 Deerwood Park Blvd., Ste. 200, Jacksonville, FL 32256 (800) 888-2738], California License No. 0G44911, In Florida, the Administrator is Lyndon Southern Insurance Company, 10751 Deerwood Park Blvd., Ste. 200, Jacksonville, FL 32256 (800) 888-2738.

Obligor, Provider, We, Us, Our – Assurance Express, LLC, 13801 Riverport Dr., Suite 100, Maryland Heights, MO 63043, (855) 203-9876, except in California and Florida. In California, the Provider is Auto Knight Motor Club, Inc. located at [10751 Deerwood Park Blvd., Ste. 200, Jacksonville, FL 32256]. California License No. 0F82046. and in Florida, the Provider is Lyndon Southern Insurance Company, 10751 Deerwood Park Blvd., Ste. 200, Jacksonville, FL 32256.

Agreement – This Tire & Wheel Protection Agreement which You have purchased from the Selling Dealer to protect Your Vehicle.

Agreement Holder, You, Your – The purchaser(s) of this Agreement, or an eligible person to whom this Agreement was properly transferred.

Agreement Term – The maximum number of months indicated on the Schedule Page that this Agreement shall be in force, beginning on the Agreement Purchase Date.

Chrome – Chromium plate as a decorative or protective finish applied to wheels of a Covered Vehicle. Vehicles equipped with Chrome or Chrome-clad wheels must have the Chrome surcharge selected on the Schedule Page to be eligible for wheel benefits under this Agreement.

Commercial Use – Use of Your Vehicle for any business purpose including, without limitation, taxi, ride-share, delivery, hauling, construction (other than driving to and from work), daily rentals, carrying passengers for hire, snow plowing, police, emergency, or other livery service.

Cost – The reasonable and customary charges for parts and labor necessary to repair or replace Covered Parts under this Agreement. These charges shall not exceed the manufacturer's suggested retail price for parts or labor allowances published in nationally recognized labor time guides selected by the Administrator.

Covered Part(s) – The original Tires and Wheels (including original wheel covers) mounted on the Vehicle at the time of sale of this Agreement, or like replacement tires and wheels or aftermarket wheels that meet the manufacturer's size specifications for the Vehicle.

Curb – A stone, concrete, or other raised edging to a street, parking lot, driveway, or other paved surface.

Deductible – This Agreement has a $0 Deductible per occurrence.

Failure / Unserviceable – A Tire has Failed when it has been punctured or otherwise damaged to the extent that it is unsafe and can no longer perform the function for which it was designed. A Wheel has Failed when it can no longer hold a seal with its tire.

Pre-Existing Condition – Any damage or condition that occurred or existed before the Agreement Purchase Date that would have been apparent if the Vehicle had been inspected at the time of Agreement purchase.

Repair Facility – A repair facility licensed and/or regulated to perform mechanical repairs for profit and which has a tax identification number.

Road Hazard – Objects and road conditions not normally found in the roadway, such as potholes, rocks, wood debris, metal parts, nails, glass, plastic, composite scraps, or any other item causing Tire or Wheel damage other than normal wear and tear.

Selling Dealer – The Dealer/Seller identified on the Schedule Page from which You purchased this Agreement and Your Vehicle.

Vehicle – The Vehicle described on the Schedule Page under Vehicle Description.

Warranty – Any warranty of the Vehicle's manufacturer, state-required warranty, dealer warranty, or any Repair Facility warranty or guarantee.

II. LIMIT OF LIABILITY

The Limit of Liability for each occurrence shall not exceed the Actual Cash Value (ACV) of the Vehicle at the time of Failure, as determined by the current J.D. Power (NADA) valuation guide. The maximum aggregate liability under this Agreement for all claims combined shall not exceed seven thousand five hundred dollars ($7,500) over the Agreement Term.

III. SCHEDULE OF COVERAGES

During the Agreement Term, We will pay the necessary Cost to a Repair Facility, or at Our option, reimburse You to remedy any covered Failure of the parts listed below. We do not cover any part, component, or service not specifically covered by this Agreement. **At the Administrator's option, replacement parts may be new, remanufactured, used, or non-OEM, and will conform to manufacturer specifications.**

TIRE PROTECTION

We agree to pay the reasonable Cost, as recognized by national retail pricing standards, that You incur to repair a Tire rendered Unserviceable due to a covered Road Hazard. We agree to replace a Tire only if a Tire covered by this Agreement becomes unrepairable due to damage caused by a Road Hazard and/or a Curb impact. Replacement will be made with a Tire of like kind, quality, and Cost to the original Tire. This coverage is valid through the tread life of a Tire **(3/32" or less is excluded)**.

WHEEL (RIM) PROTECTION

We agree to pay the reasonable Cost for the repair or replacement of Wheels rendered Unserviceable due to a covered Road Hazard and/or Curb impact. We reserve the right to have damaged Wheels repaired at Our Cost by a service provider of Our choosing. We further reserve the right to replace a damaged Wheel at Our Cost with a remanufactured Wheel of like kind and quality. We will cover Wheel replacement only if the damaged Wheel cannot be repaired.

COSMETIC WHEEL REPAIR

We agree to repair, or recondition to the fullest extent possible, any OEM alloy Wheel damaged by impact with a Road Hazard and/or Curb which does not render the Wheel Unserviceable, including minor curb rash, scuffs, scratches, and flaking paint. If a Wheel is not repairable through standard cosmetic repair procedures, the Wheel will not be replaced under this benefit. Cosmetic Wheel Repair benefits are limited to a maximum of five hundred dollars ($500) per twelve (12) consecutive month period. **Aftermarket wheels, chrome or chrome-clad wheels, non-alloy wheels, and wheel covers are not eligible for cosmetic repair.**

MOUNTING, BALANCING & VALVE STEMS

We agree to pay the fair market price You incur for mounting, balancing, valve stems, and tire disposal for any Tire replaced under this Agreement. Tire Pressure Monitoring System (TPMS) sensors are covered up to fifty dollars ($50) per claim when replaced concurrently with a covered Tire replacement. **Shop supplies, hazardous-waste fees, and unspecified charges are excluded.**

ROAD-HAZARD TOWING

If Your Vehicle is disabled as a direct result of a covered Tire or Wheel Failure, We will reimburse You for receipted towing expenses up to one hundred dollars ($100) per occurrence to the nearest qualified Repair Facility.

IV. MANDATORY SURCHARGES

CHROME WHEELS: If Your Vehicle is equipped with Chrome or Chrome-clad wheels, the Chrome surcharge must be selected on the Schedule Page and included in the sales price of this Agreement. No Wheel repair or replacement benefit will be covered for vehicles with Chrome or Chrome-clad wheels unless this surcharge has been selected and paid for.

4x4 / AWD: If Your Vehicle is classified as 4x4 or AWD, this surcharge must be selected on the Schedule Page and included in the sales price of this Agreement. Coverage under this surcharge includes replacement of the opposite Tire on the same axle if a covered Tire is being replaced and the remaining Tire has a tread depth difference greater than 4/32" compared to the new Tire.

V. FILING A CLAIM

If Your Tire or Wheel incurs a Failure, You must take the following steps:

1. Take immediate action to protect Your Vehicle from further damage. This Agreement will not cover damage caused by failure to secure a timely repair.
2. Whenever possible, if You purchased this Agreement from a Dealership, return the Vehicle to the Selling Dealer for repair. Otherwise, or if the Selling Dealer is unable to perform the repair, You may take Your Vehicle to any licensed Repair Facility. For assistance locating a Repair Facility, contact the Administrator at (855) 203-9876.
3. Provide the Repair Facility with a copy of this Agreement or Your Agreement Number.
4. Prior to any repair being made, have the Repair Facility contact the Administrator at (855) 203-9876 with an estimate of repairs to obtain authorization. **Any claim for repairs without prior authorization will not be covered.** The amount authorized by the Administrator is the maximum amount payable for the claim.
5. Allow the Administrator to inspect the Tire or Wheel prior to any repairs being made if requested.
6. Submit all repair orders and documentation to the Administrator within sixty (60) days of the claim authorization date for payment consideration. At Our discretion, We will either pay the Repair Facility directly or reimburse You for the Cost of covered Failures.

Emergency Repairs: If You require emergency repairs outside of the Administrator's normal business hours and are unable to obtain authorization, You may take Your Vehicle to any licensed Repair Facility. You must contact the Administrator at (855) 203-9876 as soon as possible to open a claim file. Failure to obtain prior authorization will not invalidate a covered claim if You show that it was not reasonably possible to do so.

VI. AGREEMENT HOLDER RESPONSIBILITIES

You must maintain proper air pressure in all covered Tires and have Your Vehicle's Tires rotated according to the manufacturer's recommended maintenance schedule. Tires should be checked monthly for proper pressure, signs of dry rot, improper wear, and tread depth less than 3/32". Any conditions that cannot be corrected or that demand replacement for the safety of the Vehicle's occupants are the responsibility of the Agreement Holder.

VII. EXCLUSIONS — WHAT IS NOT COVERED

General Exclusions

This Agreement does not cover or pay for any: (1) consequential loss or damage whatsoever, including loss, damage, or injury to person or property; (2) damage occurring while the Vehicle is rented to a third party; (3) damage occurring during Commercial Use; (4) damage from snow plowing, competition, or speed events; (5) damage to a Vehicle modified from the manufacturer's original specifications; (6) any fraudulent representation to obtain this Agreement or in presenting a claim; (7) damage that occurs outside the United States or Canada; (8) Pre-Existing Conditions; (9) repairs, replacements, or services performed without the Administrator's prior authorization unless outside regular business hours; (10) costs covered by any Warranty, insurance policy, or any other guarantee, regardless of whether the obligated party honors its obligation; (11) shop supplies, shipping, and unspecified surcharges; (12) damage from collision, impact, malicious mischief, theft, fire, vandalism, hail, abuse, intentional acts, misuse, or negligence; (13) damage from flood, wind, lightning, or weather-related hazards, or any loss covered by primary physical-damage insurance; (14) damage that is the result of a manufacturer defect; (15) damage for which the manufacturer has acknowledged responsibility through recall, technical service bulletin, or otherwise; (16) damage resulting from war, terrorism, civil insurrection, nuclear radiation, or radioactive contamination; (17) any loss where You falsely swear or commit a fraudulent act; (18) any damage resulting from continued operation of Your Vehicle after a problem is apparent.

Tire Protection Exclusions

(1) Damage resulting from off-road use, racing, collision, accident, chain damage, misuse, abuse, lack of proper maintenance, suspension problems, use on a construction site, or roads not regularly maintained; (2) damage caused by driving on improperly inflated Tires; (3) Tires with tread depth of 3/32" or less at the lowest point at time of claim; (4) damage to Tires transferred from another vehicle after the Agreement Purchase Date; (5) damage to Tires mounted on vehicles other than private passenger cars and light-duty trucks/vans (under 13,500 GVWR); (6) replacement where the manufacturer has acknowledged a recall responsibility; (7) any Tire repair or replacement not pre-authorized; (8) any loss not reported within sixty (60) days of damage; (9) damage due to dry rot; (10) charges for filling Tires with nitrogen.

Wheel (Rim) Protection Exclusions

(1) Damage resulting from off-road use, racing, collision, accident, chain damage, misuse, abuse, lack of proper maintenance, suspension problems, use on a construction site, or roads not regularly maintained; (2) damage caused by driving on improperly inflated Tires; (3) damage to Wheels transferred from another vehicle after the Agreement Purchase Date; (4) damage to Wheels mounted on vehicles other than private passenger cars and light-duty trucks/vans (under 13,500 GVWR); (5) replacement where the manufacturer has acknowledged a recall responsibility; (6) any Wheel repair or replacement not pre-authorized; (7) any loss not reported within sixty (60) days of damage; (8) aftermarket wheels mounted after the Agreement Purchase Date; (9) any Wheel which maintains a seal with its tire (subject to Cosmetic Wheel Repair benefit).

Cosmetic Wheel Repair Exclusions

Non-alloy wheels; chrome or chrome-clad wheels; aftermarket wheels; wheel covers; and damage to Wheels that become dented or bent from contact resulting from frame, body, or suspension damage. Only the OEM alloy Wheels on the Vehicle at the time of original vehicle purchase are covered.

VIII. INSURANCE STATEMENT

This Agreement is not a contract of insurance. Obligations to perform under this Agreement are insured under an insurance policy issued by Lyndon Southern Insurance Company, 10751 Deerwood Park Blvd, Jacksonville, FL 32256, (800) 888-2738 except for California, Georgia, New York and Wisconsin.

In California, obligations under this Agreement are insured under an insurance policy issued by Response Indemnity Company of California, 10751 Deerwood Park Blvd., Jacksonville, FL 32256, (800) 888-2738.

In Georgia, obligations under this Agreement are insured under and insurance policy issued by Insurance Company of the South, 10751 Deerwood Park Blvd, Jacksonville, FL 32256, (800) 888-2738.

In New York and Wisconsin, obligations under this Agreement are insured under and insurance policy issued by Blue Ridge Indemnity Insurance Company, 10751 Deerwood Park Blvd, Jacksonville, FL 32256, (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.

IX. 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 Vehicle. Because of that separately stated consideration, You agree and acknowledge that this Agreement is not part of the basis of the bargain for Your purchase of the Vehicle. You further agree and acknowledge that We, the Administrator/Obligor under this Agreement, are not the supplier of the Vehicle. Consequently, this Agreement is not a “written warranty” under the Federal Magnuson-Moss Warranty Act. As a result, this Agreement is not subject to the provisions of the Magnuson-Moss Warranty Act that apply only to a “written warranty”.

X. LIMITATION OF LIABILITY

THIS AGREEMENT SETS OUT THE FULL EXTENT OF OUR RESPONSIBILITIES. NEITHER THE OBLIGOR NOR THE 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 AGREEMENT, NEGLIGENCE, OR OTHER WRONGFUL ACT OR OMISSION, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NEITHER THE OBLIGOR NOR THE ADMINISTRATOR AUTHORIZE ANY PERSON, ENTITY OR DEALER TO CREATE FOR THEM ANY OTHER OBLIGATION OR LIABILITY IN CONNECTION WITH THIS PRODUCT.

XI. TRANSFER

This Agreement is subject to transfer, reassignment, or sale. It is Your responsibility to notify Us in the event this Agreement has been transferred to a subsequent owner stating the name, address, and telephone number of the purchaser. This Agreement will terminate when You sell Your Vehicle, unless You notify Us.

This provision is only available if You are the original Agreement Holder. Your rights and duties under this Agreement may only be assigned if You sell Your Vehicle directly to another individual (excluding dealer trade-ins) and We receive Your written notification within thirty (30) days from the date of sale to the subsequent owner, accompanied by a seventy-five-dollar ($75) transfer fee. This Agreement may only be transferred once. This Agreement is not transferable to a dealer or entity in the business of selling, trading, or leasing vehicles.

XII. CANCELLATION

1. The Agreement Holder may cancel this Agreement for any reason at any time, by contacting the Administrator or Seller.
2. If the Vehicle and this Agreement have been financed, the lienholder may cancel this Agreement for non-payment, or if the Vehicle has been declared a total loss or has been repossessed. The rights under this Agreement are transferred to the lienholder and the lienholder is also entitled to any refund. If the lienholder cancels this Agreement within thirty (30) days of the Agreement Purchase Date, a full refund of the total Agreement Purchase Price, less any claim(s) paid, will be provided. If the lienholder cancels this Agreement at any other time, a pro-rata refund of the total Agreement Purchase Price based on the greater of days in force or the miles driven compared to the total Agreement Term, less claim(s) paid and less the applicable cancellation fee of seventy-five dollars ($75). If a refund is owed, the refund will be paid or credited within thirty (30) days from the date the Seller or Administrator receives notice of cancellation from the lienholder.
3. The Agreement Holder may cancel this Agreement within thirty (30) days of the Agreement Purchase Date and receive a full refund of the total Agreement Purchase Price, less any claim(s) paid. The Agreement Holder may cancel this Agreement after thirty (30) days and receive a pro-rata refund of the total Agreement Purchase Price based on the greater of the days in force or the miles driven compared to the total Agreement Term, less the applicable cancellation fee of seventy-five dollars ($75). Refunds hereunder shall be issued less the value of any services received by the Agreement Holder (including claims paid). If a refund is owed, the refund will be paid or credited within thirty (30) days from the date the Administrator or Seller receives notice of cancellation from the Agreement Holder.
4. In the event the Agreement Purchase Price is being paid for through a payment plan (or its equivalent), any outstanding balance held by the payment plan provider would be deducted from the refund amount due to the Agreement Holder.
5. Refunds will be issued through the Seller from whom the Agreement was purchased, except that a refund will be issued directly to the Agreement Holder when the Agreement was purchased directly with no lienholder of record, or when the Seller is no longer in business. All refunds remain subject to the interest of any lienholder of record.
6. The Provider reserves the right to cancel this Agreement upon the occurrence of any of the following: (a) failure by the Agreement Holder to pay an amount when due; (b) discovery of fraud or material misrepresentation by the Agreement Holder in obtaining this Agreement or in presenting a claim for service hereunder; (c) discovery of an act or omission by the Agreement Holder, or a violation by the Agreement Holder of any condition of this Agreement, which occurred after the Agreement Purchase Date and which substantially and materially increases the service required under this Agreement; or (d) a material change in the nature or extent of the required service or repair which occurs after the Agreement Purchase Date and which causes the required service or repair to be substantially and materially increased beyond that contemplated at the time this Agreement was issued or sold. No cancellation of this Agreement by the Provider shall become effective until fifteen (15) days after the notice of cancellation is mailed to the Agreement Holder. The Provider will not charge a cancellation fee if this Agreement is cancelled by the Provider.

XIII. 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. 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** (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 this **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.

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 URL: American Arbitration Association, 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 . 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.

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.

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) 10751 Deerwood Park Blvd., Suite 200, 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.

XIV. SPECIAL STATE DISCLOSURES AND REQUIREMENTS

Alabama

This Agreement will be governed under the laws of the State of Alabama.

Cancellation section is amended as follows: The Agreement Holder may cancel this Agreement within thirty (30) days of the Agreement Purchase Date and receive a full refund of the total Agreement Purchase Price, less any claims paid. The Agreement Holder may cancel this Agreement after thirty (30) days and receive a pro-rata refund of the total Agreement Purchase Price based on the greater of the number of days the Agreement was in force or the miles driven compared to the total Agreement Term, less a cancellation fee of twenty-five dollars ($25), and less any claims paid. The Term of this Agreement for cancellation purposes will be based on the Agreement Purchase Date and the Vehicle mileage on such date. If a refund is owed, the refund will be paid or credited within thirty (30) days from the date the Obligor, Administrator or Seller receives notice of cancellation from the Agreement Holder. If You, cancel this Agreement a ten percent (10%) penalty per month will be added to a refund that is not made within forty-five (45) days.

Alaska

Cancellation fee is amended to fifty dollars ($50) or seven and one half percent (7.5%) of the unearned Agreement Purchase Price, whichever is less. If You cancel this Agreement a ten percent (10%) penalty per month will be added to a refund that is not made within forty-five (45) days. CANCELLATION paragraph 18. (d) is deleted and replaced with the following: (d) physical changes in the property covered by the Agreement that result in the property becoming ineligible for coverage under the Agreement; (e) a substantial breach of duties by the Agreement Holder related to the covered motor vehicle. The DISPUTE RESOLUTION/ARBITRATION AGREEMENT AND CLASS ACTION WAIVER is deleted in its entirety and replaced with the following: If You and Us 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. No later than fifteen (15) days after the umpire has been chosen, unless the time period is extended by the umpire, each appraiser will separately state, in writing, the amount of the loss. If the appraisers submit a written report of agreement on the amount of the loss, the agreed amount will be binding. If the appraisers fail to agree, the appraisers will promptly submit their differences to the umpire. A decision agreed to by one of the appraisers and the umpire will be binding. All expenses and fees, not including counsel or adjuster fees, incurred because of the appraisal shall be paid, as determined by the umpire. Except as specifically provided, nothing in this section is intended to or shall in any manner limit or restrict Your rights or the rights of the Obligor.

Arizona

Cancellation fee is amended to fifty dollars ($50) or ten percent (10%) of the amount paid by You for this Agreement, whichever is less. For your protection Arizona law requires the following statement to appear on this form: Any person who knowingly presents a false or fraudulent claim for payment of loss is subject to criminal and civil penalties. Nothing in the DISPUTE RESOLUTION/ARBITRATION AGREEMENT AND CLASS ACTION WAVER section prevents, limits, or waives Your rights to resolve complaints under the provisions of A.R.S. §20-1095.09, Unfair Trade Practices as outlined by the Arizona Department of Insurance and Financial Institutions. To learn more about this process, You may contact the Arizona Department of Insurance and Financial Institutions at 100 N. 15th Ave., Suite 261, Phoenix, AZ 85007-2630, Attn: Consumer Protection. You may directly file any complaint with the A.D.I.F.I. against a Service Company issuing an approved Service Contract under the provisions of A.R.S. §§ 20-1095.04 and/or 20-1095.09 by contacting the Consumer Protection Division of the A.D.I.F.I. at 602-364-3100.

Arkansas

The CANCELLATION section is amended as follows: The Agreement Holder may cancel this Agreement after thirty (30) days and receive a pro-rata refund of the total Agreement Purchase Price based on the number of days the Agreement was in force compared to the total Agreement Term, less the applicable cancellation fee in the amount of fifty dollars ($50.00). The Term of this Agreement for cancellation purposes will be based on the Agreement Purchase Date. If a refund is owed, the refund will be paid or credited within thirty (30) days from the date the Obligor or Seller receives notice of cancellation from the Agreement Holder. Claims paid will not be deducted from Your cancellation refund amount. Arbitration is non-bonding and voluntary.

California

Performance to You under this Agreement is guaranteed by a California approved insurance company. If any promise made in the Agreement has been denied or has not been honored within sixty (60) days after Your request, You may contact the California Department of Insurance at (800) 927- 4357 or access the department's Internet Web site (www.insurance.ca.gov). If You are not satisfied with the insurance company's response, You may contact the California Department of Insurance at 800-927-4357. CANCELLATION is amended as follows: You may cancel this Agreement by submitting a written request to the Selling Dealer containing a copy of Your Agreement. If You request a cancellation during the first sixty (60) days from the Agreement Purchase Date, We will refund You one hundred percent (100%) of the Agreement Purchase Price, less any claims paid on Your Agreement. After the first sixty (60) days from the Agreement Purchase Date, We will refund You a pro-rated amount of the Agreement Purchase Price, based on the term remaining of the Agreement, less a cancellation fee of twenty-five dollars ($25), or ten percent (10%) of the Agreement Purchase Price, whichever is less. We may cancel this Agreement during the first thirty (30) days of the Agreement Purchase Date for any reason. After thirty (30) days, We may cancel this Agreement due to Your material misrepresentation or fraud at time of sale, or Your failure to pay the Agreement Purchase Price. If We cancel this Agreement, We or the Selling Dealer will refund You one hundred percent (100%) of the Agreement Purchase Price, less any claims paid by Us. No cancellation fee will apply in the event We cancel this Agreement. Any refund will be sent to the Vehicle's lienholder unless the lien is satisfied. DISPUTE RESOLUTION/ARBITRATION AGREEMENT AND CLASS ACTION WAVER 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. 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. All references to Commercial arbitration rules are replaced with Consumer arbitration rules. The clause stating, "The Parties agree and acknowledge that the transaction evidenced by this Agreement affects interstate commerce" is removed in its entirety.

Colorado

In the event the Obligor fails to pay an authorized claim within sixty (60) days after proof of loss has been filed, You may file a direct claim with the insurance company listed in the INSURANCE STATEMENT section of this Agreement, Policy Number ASSUREX-AES-MULTI. It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder of claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado division of insurance within the department of regulatory agencies.

Connecticut

DISPUTE RESOLUTION/ARBITRATION AGREEMENT AND CLASS ACTION WAVER is amended to include the following: Under Regulations of Connecticut State Agencies 42-260-3, We are required to make reasonable efforts with You to resolve disputes regarding this Agreement. If You and Us cannot reach an agreement, You may file a written complaint with the State of Connecticut, Insurance Department, P.O. Box 816, Hartford, CT 06142- 0816, Attention: Consumer Affairs. If the Agreement period is less than one (1) year, the coverage is automatically extended if the product is being repaired when the Agreement expires. In-home service is not provided.

District of Columbia

If You cancel this Agreement within the first sixty (60) days, a ten percent (10%) penalty per month will be added to a refund that is not made within forty-five (45) days. If We cancel this Agreement for a reason other than non-payment, you shall receive one-hundred percent (100%) of the unearned pro-rata Provider fees, less any claims paid. Cancellation fee is amended to seventy-five dollars ($75) or ten percent (10%) of the amount paid by You for this Agreement, whichever is less.

Florida

The Agreement Purchase Price charged for this Agreement is not subject to regulation by the Florida Office of Insurance Regulation. At the sole discretion of the Administrator, replacement may be made with new, remanufactured, non-OEM or used parts, which are of a like kind and quality comparable with the original design specifications and wear tolerances of Your Vehicle. TRANSFER section is amended to delete the seventy-five dollar ($75) transfer fee and add the following: **The transfer fee is forty dollars ($40).** CANCELLATION section is deleted in its entirety and replaced with the following:

(1) The Agreement Holder may cancel this Agreement by contacting the Seller or Administrator.

(2) If the Vehicle and this Agreement have been financed, the Lienholder may cancel this Agreement for non-payment, if the Vehicle has been declared a total loss or has been repossessed. The rights under this Agreement are transferred to the Lienholder and the Lienholder is entitled to any refund. If the Lienholder cancels this Agreement within sixty (60) days of the Agreement Purchase Date, a full refund of the total Agreement Purchase Price, less any

claim(s) paid, will be provided. If the Lienholder cancels after sixty (60) days a pro-rata refund of the total Agreement Purchase Price based on the greater of the number of days the Agreement was in force or the miles driven compared to the total Agreement Term, less claim(s) paid and less the applicable cancellation fee in the amount of fifty dollars ($50) or ten percent (10%) of the pro rata refund amount, whichever is less. The Term of this Agreement for cancellation purposes will be based on Agreement Purchase Date and the Vehicle mileage on such date. If a refund is owed, the refund will be paid or credited within forty-five (45) days from the date that the Obligor or the Obligor's designee receives notice of the request to cancel.

(3) The Agreement Holder may cancel this Agreement within sixty (60) days of the Agreement Purchase Date and receive a full refund of the total Agreement Purchase Price, less any claims paid. The Agreement Holder may cancel this Agreement after sixty (60) days and receive a pro-rata refund of the total Agreement Purchase Price based on the greater of the number of the days the Agreement was in force or the miles driven compared to the total Agreement Term, less claims paid and less the applicable cancellation fee in the amount of fifty dollars ($50) or ten percent (10%) of the pro rata refund amount, whichever is less. The Term of this Agreement for cancellation purposes will be based on the Agreement Purchase Date and the Vehicle mileage on such date. The refund, if any, will be paid or credited within thirty (30) days of the date the Obligor, Administrator or Seller receives notice of cancellation from You.

(4) In the event the Agreement Purchase Price is being paid for through a payment plan (or its equivalent) any outstanding balance held by Payment Plan Provider would be deducted from the refund amount due to the Agreement Holder.

(5) All refunds will be issued through the Seller from whom the Agreement was purchased.

(6) If a refund is owed, the refund will be paid or credited within thirty (30) days from the date the Obligor or Seller receives notice of cancellation from the Agreement Holder.

(7) We may cancel this Agreement during the first sixty (60) days of the Agreement Purchase Date for any reason. After sixty (60) days, We may cancel this Agreement for material misrepresentation or fraud at time of sale or for non-payment of Agreement Purchase Price. If We cancel this Agreement, We or the Seller will refund You one hundred percent (100%) of the Agreement Purchase Price, less any claims paid on Your Agreement. If We cancel this Agreement for non-payment of the Agreement Purchase Price by You, We shall provide You notice of cancellation by certified mail. If Your Agreement is financed, the Lienholder has the right to receive any portion of the cancellation refund amounts. The Lienholder, if any, will be named on a cancellation refund check as their interest may appear. If a refund is owed, the refund will be paid or credited within thirty (30) days from the effective date of the cancellation.

OBLIGATIONS section is amended to include: In the state of Florida, obligations under this Agreement are not backed by an insurance policy.

Georgia

Paragraph (8) under General Exclusions is amended to read: Pre-Existing Conditions know to you. Cancellation will comply with O.C.G.A. 33-24-44. If You cancel this Agreement after the first sixty (60) days, there is a cancellation fee of fifty dollars ($50) or ten percent (10%) of the pro-rata refund amount, whichever is less. If You have cancelled this Agreement and have not received the refund from Us or the Administrator within sixty (60) days of such cancellation, You may contact the Insurance Company identified in the INSURANCE STATEMENT section of this Agreement. For cancellations by You within thirty days (30) of the Agreement Purchase Date in which no claims have been filed, a ten percent (10%) penalty per month will be added to a refund that is not paid or credited within forty-five days (45) after We receive the cancellation request. CANCELLATION paragraph 18 (a) through (d). is deleted and replaced with the following: (a) material misrepresentation or fraud at the time of sale and (b) non-payment of Agreement Purchase Price. Written notice will be sent to You within thirty (30) days if this Agreement is cancelled by Us. The Vehicle lienholder may cancel this Agreement due to repossession, total loss or theft of the vehicle. DISPUTE RESOLUTION/ARBITRATION AGREEMENT AND CLASS ACTION WAVER is deleted in its entirety.

Hawaii

If You, cancel this Agreement and no claims have been paid, a ten percent (10%) penalty per month will be added to a refund that is not made within forty-five (45) days.

Idaho

Coverage afforded under this Agreement is not guaranteed by the Idaho Insurance Guarantee Administration. Cancellation section, item 15. is amended to delete the phrase "including any claims paid". Claims paid will not be deducted from Your cancellation refund amount.

Illinois

Cancellation fee is amended to fifty dollars ($50) or ten percent (10%) of the amount paid by You for this Agreement, whichever is less.

Indiana

This Agreement is not insurance and is not subject to Indiana insurance law.

Iowa

Cancellation fee is amended to seventy-five dollars ($75) or ten percent (10%) of the amount paid by You for this Agreement, whichever is less. If You, cancel this Agreement within the first thirty (30) days, a ten percent (10%) penalty per month will be added to a refund that is not made within thirty (30) days. Iowa residents only may contact the Iowa Insurance Commissioner at the following address: Iowa Insurance Division, 1963 Bell Avenue, Suite 100, Des Moines, Iowa 50315 515-654-6600, https://iid.iowa.gov/. This Agreement is subject to applicable provisions of Iowa Consumer Credit Code, Chapter 537.

Kentucky

Transfer fee and Cancellation fee do not apply.

Louisiana

This Agreement is not regulated by the Louisiana Department of Insurance. Any concerns or complaints regarding Your Agreement may be directed to the Attorney General's Office. If You cancel this Agreement a ten percent (10%) penalty per month will be added to a refund that is not made within forty-five (45) days. Arbitration is non-bonding and voluntary.

Maine

CANCELLATION is amended as follows: If You cancel this Agreement within sixty (60) days and no claims have been paid, a ten percent (10%) penalty per month will be added to a refund that is not made within forty-five (45) days. If You cancel this Agreement after sixty (60) days or after a claim has been paid, You will receive one hundred percent (100%) of the unearned purchase price paid, calculated on a pro rata basis based upon elapsed time or mileage, less any Claims paid and less a cancellation fee not to exceed 10% of the Agreement Purchase Price. DISPUTE RESOLUTION/ARBITRATION AGREEMENT AND CLASS ACTION WAVER is amended as follows: Maine permits arbitration which is entered by mutual consent and takes place in the Maine County in which the contract was issued for delivery. Also, no condition, stipulation or agreements in a contract shall deprive the Courts of this State of jurisdiction. It cannot be the exclusive remedy to the Agreement holder.

Maryland

NOTICE: WE CANNOT PRECLUDE COVERAGE SOLELY FOR AN ISSUE WITH A MOTOR VEHICLE IDENTIFIED IN A TECHNICAL SERVICE BULLETIN. Any provisions in this Contract that deny coverage for a Covered Part that are based solely on that Covered Part being identified in a Technical Service Bulletin are deleted in their entirety. If You cancel this Agreement a ten percent (10%) penalty per month will be added to a refund that is not made within forty-five (45) days. Transfer fee does not apply. DISPUTE RESOLUTION/ARBITRATION AGREEMENT AND CLASS ACTION WAVER is amended is amended as follows: Pursuant to Maryland Commercial Law Article § 14-407(d)(1), if the guarantor or provider breaches any duties under this subtitle, the Purchaser may file an action in any court of competent jurisdiction.

Massachusetts
If You cancel this Agreement within the first thirty days (30) a ten percent (10%) penalty per month will be added to a refund that is not made within forty-five (45) days.

Michigan
If the performance of this Agreement is interrupted because of a strike or work stoppage at the Selling Dealer or repair facility, the term of the Agreement shall be extended for the period of the strike or work stoppage.

Minnesota
If You cancel this Agreement within the first thirty days (30) a ten percent (10%) penalty per month will be added to a refund that is not made within forty-five (45) days.

Mississippi
Cancellation fee is amended to seventy-five dollars ($75) or ten percent (10%) of the amount paid by You for this Agreement, whichever is less. CANCELLATION paragraph 18. (c) and (d) is deleted and replaced with the following: (c) a substantial breach of duties by the Agreement Holder. If You cancel this Agreement a ten percent (10%) penalty per month will be added to a refund that is not made within forty-five (45) days. IMPORTANT NOTICE ABOUT YOUR COVERAGE:

1.) This Agreement includes a binding DISPUTE RESOLUTION/ARBITRATION AGREEMENT AND CLASS ACTION WAIVER agreement; 2.) The DISPUTE RESOLUTION/ARBITRATION AGREEMENT AND CLASS ACTION WAIVER section, ARBITRATION agreement requires that any dispute related to Your coverage must be resolved by arbitration and not in a court of law; 3.) The results of the arbitration are final and binding on You and Us; 4.) In an arbitration, one or more arbitrators, who are independent, neutral decision makers, render a decision after hearing the positions; 5.) When You become an Agreement Holder under this Agreement, You must resolve any dispute related to the Agreement by binding arbitration instead of a trial in court, including a trial by jury; 6.) Binding arbitration generally takes the place of resolving disputes by a judge and jury; 7.) Should You need additional information regarding the binding arbitration provision in the Agreement, You may contact [(800) 888-2738].

Missouri
CANCELLATION fee is amended to fifty dollars ($50). If You cancel this Agreement within the first thirty days (30) a ten percent (10%) penalty per month will be added to a refund that is not made within forty-five (45) days. You will receive a written confirmation of termination within 45 days by registered mail.

Nebraska
DISPUTE RESOLUTION/ARBITRATION AGREEMENT AND CLASS ACTION WAVER is deleted in its entirety and replaced with the following: Any claim or dispute in any way related to this Agreement, by a person covered by this Agreement, against Us or Us against a person covered under this Agreement, may be resolved by arbitration only upon mutual consent of the parties. Arbitration pursuant to this provision shall be subject to the following: 1. No arbitrator shall have the authority to award punitive damages or attorney's fees: 2. Neither party shall be entitled to arbitrate any claims or disputes in a representative capacity or as a member of a class: and 3. No arbitrator shall have the authority, without the mutual consent of the parties, to consolidate claims or disputes in arbitration.

Nevada
There is no deductible for coverage under this Agreement. If You cancel this Agreement within sixty (60) days and no claims have been paid, a ten percent (10%) penalty per month will be added to a refund that is not made within forty-five (45) days. No claims paid on your Agreement will ever be deducted from any refund issued. If You are not satisfied with the manner in which We are handling a claim under this Agreement, You may contact the Commissioner of Insurance at toll-free number 888-872-3234, http://doi.nv.gov/. If your Agreement is financed, the lender has the right to receive only the amount still owed to them of the cancellation refund. Only You and Us may cancel this Agreement. DISPUTE RESOLUTION/ARBITRATION AGREEMENT AND CLASS ACTION WAIVER section, ARBITRATION subsection is deleted in its entirety and replaced with the following: Any claim or dispute in any way related to this Agreement, by a person covered under this Agreement against Us or Us against a person covered under this Agreement, may be resolved by arbitration only upon mutual consent of the parties. Arbitration pursuant to this section shall be subject to the following: 1) No arbitrator shall have the authority to award punitive damages or attorney's fees; 2) Neither party shall be entitled to arbitrate any claims or disputes in a representative capacity or as a member of a class; and 3)No arbitrator shall have the authority, without the mutual consent of the parties, to consolidate claims or disputes in arbitration.

New Hampshire
Cancellation fee is amended to seventy-five dollars ($75) or ten percent (10%) of the amount paid by You for this Agreement, whichever is less. If You have questions about this Agreement, You may contact Us by mail or phone, using the contact information provided under DEFINITIONS Administrator, Obligor, Provider, We, Us, Our. In the event You do not receive satisfaction under this Agreement, You may contact the New Hampshire Insurance Department at 21 Fruit Street, Suite 14, Concord, New Hampshire 03301, (603) 271-2261. DISPUTE RESOLUTION/ARBITRATION AGREEMENT AND CLASS ACTION WAVER: All arbitration provisions are subject to RSA 542.

New Jersey
If You cancel this Agreement within thirty (30) days, a ten percent (10%) penalty per month will be added to a refund that is not made within forty-five (45) days.

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

Cancellation fee is amended to seventy-five dollars ($75) or ten percent (10%) of the amount paid by You for this Agreement, whichever is less. If You cancel this Agreement within sixty (60) days and no claims have been paid, a ten percent (10%) penalty per month will be added to a refund that is not made within thirty (30) days. If We cancel the Agreement, 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. If You have any concerns regarding the handling of Your claim, You may contact the Office of Superintendent of Insurance at 855-427-5674.

New York
If You cancel this Agreement within sixty (60) days and no claims have been paid, a ten percent (10%) penalty per month will be added to a refund that is not made within thirty (30) days.

North Carolina
Cancellation fee is amended to seventy-five dollars ($75) or ten percent (10%) of the amount paid by You for this Agreement, whichever is less. We may only cancel this Agreement for non-payment of the Agreement Purchase Price, or for a direct violation of the Agreement by You.

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

Oklahoma

Coverage under this Agreement is not guaranteed by the Oklahoma Insurance Guaranty Association. Oklahoma Service Warranty License # 523383188. This Agreement is not issued by the manufacturer or wholesale company marketing the product. This Agreement will not be honored by such manufacturer or wholesale company. DISPUTE RESOLUTION/ARBITRATION AGREEMENT AND CLASS ACTION WAVER is amended as follows: While arbitration is mandatory the outcome of any arbitration is be non-binding on the parties, and either party, following arbitration, has the right to reject the arbitration award and bring suit in a district court of Oklahoma.

Oregon

There is no Deductible for coverage under this Agreement. If You have any questions regarding this Agreement, or a complaint against Us, You may contact the Oregon Department of Consumer & Business Services, Division of Financial Regulation, Consumer Advocacy Unit at 350 Winter Street NE, Room 300, Salem, Oregon 97301, 888-877-4894. DISPUTE RESOLUTION/ARBITRATION AGREEMENT AND CLASS ACTION WAVER is deleted in its entirety. Any arbitration must be by mutual agreement of all parties and conducted under local rules as required under ORS Chapter 36.

Rhode Island

Section 31-5.4 of Rhode Island General Business Law requires an automobile dealer to provide a warranty covering certain classes of used motor vehicles as follows: Used vehicles with less than 36,000 miles on the Date of Sale – Provide Coverage for 90 days or 4,000 miles, whichever occurs first; Used vehicles with 36,000 miles or more but less than 100,000 miles on the Date of Sale –Provide Coverage for 30 days or 1,000 miles, whichever occurs first. Your Vehicle may be covered by this law. If so, the following is added to this Agreement: In addition to the dealer warranty required by this law, You have elected to purchase this Agreement, which may provide You with additional protection during the dealer warranty period and provides protection after the dealer warranty has expired. You have been charged separately only for this Agreement. The required dealer warranty is provided free of charge. Furthermore, the definition, coverage and exclusions stated in the Agreement apply only to this Agreement and are not the terms of the required dealer warranty.

South Carolina

If You have any questions regarding this Agreement, or a complaint against Us, You may contact the South Carolina Department of Insurance, P.O. Box 100105 Columbia, SC 29202-3105, 803-737-6180. If You cancel this Agreement within sixty (60) days and no claims have been paid, a ten percent (10%) penalty per month will be added to a refund that is not made within forty-five (45) days.

Texas

The Administrator's License Number is 367. Unresolved complaints or questions concerning the regulation of this Agreement may be directed to the Texas Department of Licensing and Regulation at P.O. Box 12157, Austin, Texas 78711, 800-803-9202. CANCELLATION section is amended as follows: If You cancel this Agreement within sixty (60) days of Your purchase of the Agreement and You have not incurred a claim, this Agreement will be void and a one-hundred percent (100%) refund of the full amount paid will be made. If You cancel this Agreement a ten percent (10%) penalty per month will be added to a refund that is not made within forty-five (45) days. If Your refund is not paid within forty-five (45) days after cancellation of the Agreement, You may request a refund from Lyndon Southern Insurance Company, 10751 Deerwood Park Blvd, Jacksonville, FL 32256, (800) 873-3653.

Utah

There is no Deductible for coverage under this Agreement. You have the option of financing this Agreement or paying for it in full using cash or credit card at the time of purchase. Coverage provided under this Agreement is not guaranteed by the Property and Casualty Guaranty Association. This Agreement is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department. Failure to give any notice or file any proof of loss required by the Agreement within the time specified in the Agreement does not invalidate a claim made by You, if You can show that it was not reasonably possible to give the notice or file the proof of loss within the prescribed time and that notice was given or proof of loss filed as soon as reasonably possible. CANCELLATION: Additionally, If the We cancel this Agreement for; (a) material misrepresentation, (b) substantial change in risk, or (c) substantial breach of contractual duties, first-class written notice will be mailed to You thirty (30) days prior to the effective date of the cancellation, at the address shown on the registration. For non-payment of premium, first-class written notice will be mailed to You 10 days prior to the effective date of cancellation and will state the reason for cancellation. DISPUTE RESOLUTION/ARBITRATION AGREEMENT AND CLASS ACTION WAVER IS DELETED IN ITS ENTIRETY AND REPLACED WITH THE FOLLOWING: ANY MATTER IN DISPUTE BETWEEN YOU AND US MAY BE SUBJECT TO ARBITRATION AS AN ALTERNATIVE TO COURT ACTION PURSUANT TO THE RULES OF (THE AMERICAN ARBITRATION ASSOCIATION OR OTHER RECOGNIZED ARBITRATOR), A COPY OF WHICH IS AVAILABLE ON REQUEST FROM US. ANY DECISION REACHED BY ARBITRATION SHALL BE BINDING UPON BOTH YOU AND US. THE ARBITRATION AWARD MAY INCLUDE ATTORNEY'S FEES, IF ALLOWED BY STATE LAW, AND MAYBE ENTERED AS A JUDGMENT IN ANY COURT OF PROPER JURISDICTION. THE ARBITRATOR SHALL BE PROHIBITED FROM AWARDING PUNITIVE, CONSEQUENTIAL, SPECIAL, INCIDENTAL, AND EXEMPLARY DAMAGES. THE ARBITRATOR MAY AWARD A PARTY ONLY ITS ACTUAL DAMAGES AND THE ARBITRATOR MAY AWARD EQUITABLE RELIEF INCLUDING INJUNCTIVE RELIEF. AN ARBITRATION AWARD MAY NOT BE SET ASIDE IN LATER LITIGATION EXCEPT UPON THE LIMITED CIRCUMSTANCES SET FORTH IN THE FEDERAL ARBITRATION ACT, 9 U.S.C. §1 ET SEQ. AN AWARD IN ARBITRATION WILL BE ENFORCEABLE UNDER THE FEDERAL ARBITRATION ACT BY ANY COURT HAVING JURISDICTION.

Virginia

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

Washington

Washington Disclosure: I acknowledge and understand the following material provisions of the Contract: 1) the material conditions I must meet to maintain coverage, including maintenance requirements, and how to submit claims (See "FILING A CLAIM" and "AGREEMENT HOLDER RESPONSIBILITIES"); 2) the work, parts and benefits covered by this Contract (See "SCHEDULE OF COVERAGE"); 3) the time and mileage limitations (See "SCHEDULE PAGE"); 4) that the Implied Warranty of the Merchantability on the Vehicle is not waived if I purchased this Contract within ninety (90) days of the Vehicle Purchase Date from a provider who also sold the Vehicle; 5) the limitations exclusions and restrictions on coverage (See "EXCLUSIONS -WHAT IS NOT COVERED"); and 6) my right to cancel the Contract and to obtain a refund (See "CANCELLATION")._________ Initials In the event We fail to pay an authorized claim, or if We become insolvent or cease to conduct business during the Term of this Agreement, You may file a direct claim with the insurer as designated in the INSURANCE STATEMENT. To do so, please call the following number for instructions: 800-873-3653. If You cancel this Agreement within the first thirty (30) days and no claims have been filed, We will refund the entire Agreement Purchase Price. If this Agreement is canceled after the first thirty (30) days or a claim has been filed, We will refund the unearned Agreement Purchase Price to You calculated on a pro-rata basis. The refund will be equal to the lesser amount produced using either the number of days the Agreement was in force or the number of miles the Vehicle was driven prior to cancellation, less a cancellation fee of twenty-five dollars ($25). Claims paid will not be deducted from Your cancellation refund amount. A ten percent (10%) penalty shall be added to any refund that is not paid or credited within thirty (30) days after return of this Agreement to Us. In the event of cancellation, the lienholder identified on the SCHEDULE PAGE, if any, will be named on a cancellation refund check as its interest may appear. If the Vehicle and this Agreement have been financed, the lienholder shown on the SCHEDULE PAGE may cancel this Agreement for non-payment or if the Vehicle 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. We may cancel this Agreement based on one or more of the following reasons: (a) Non-payment of the Contract Purchase Price; (b) A material misrepresentation made by You; or (c) A substantial breach of duties by You under the Contract relating to the Vehicle or its use. If this Agreement is canceled by Us within thirty (30) days of the Agreement Purchase Date, a full refund of the total Agreement Purchase Price will be issued. If this Agreement is cancelled by Us after thirty (30) days, a pro-rata refund of the total Agreement Purchase Price based on the greater of the days in force or the miles driven compared to the Agreement Term will be issued. In the event of cancellation, the lienholder identified on the SCHEDULE PAGE, if any, will be named on a cancellation refund check as its interest may appear. Written notice of such cancellation shall include the actual reason for cancellation and shall be mailed or delivered to You not less than twenty-one (21) days prior to the effective date of cancellation, where such cancellation is for non-payment of the Agreement Purchase Price, or not less than forty-five (45) days prior to the effective date of cancellation, where such cancellation is for any other reason. We have only sixty (60) days from the date of the sale of the Agreement to the Agreement Holder to determine whether or not the Vehicle qualifies for the program. Except as set forth above, after sixty (60) days the Vehicle qualifies for the issued Agreement and We may not cancel the Agreement and are fully obligated under the terms of the Agreement sold to the Agreement Holder. If We cancels this Agreement and a refund is owed, the refund will be paid or credited within thirty (30) days from the effective date of the cancellation. Our performance under this Agreement is insured by an insurance policy issued to Us by the insurance company listed in the INSURANCE STATEMENT (Policy No. ASSUREX-HP-WA). If You cancel this Agreement, You may apply for a refund with the insurance company. The state of Washington is the jurisdiction for any civil action in connection with this Agreement. The Warranty of merchantability on the Vehicle is not waived if the Agreement was purchased within ninety (90) days of the purchase date of the Vehicle, and the provider or the service contract seller also sold the covered Vehicle. ARBITRATION 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 Agreement Holder's permanent residence. WAOIC# 502288.

West Virginia

Cancellation section is amended to delete the seventy-five dollar ($75) cancellation fee. DISPUTE RESOLUTION/ARBITRATION AGREEMENT AND CLASS ACTION WAIVER section, ARBITRATION subsection is amended to include the following: 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.

Wisconsin

THIS CONTRACT IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE. In the state of Wisconsin, preauthorization of repair work is required by Us. However, if extenuating circumstances prevent You from obtaining preauthorization, We will not deny a claim based solely on the lack of preauthorization. We have the right to subrogation collections, but only after You have been made whole and are fully compensated for damages. CANCELLATION paragraph 18. (d) is deleted in its entirety. Cancellation fee is amended to seventy-five dollars ($75) or ten percent (10%) of the amount paid by You for this Agreement, whichever is less. Arbitration is non-binging and voluntary.

Wyoming

If You cancel this Agreement within sixty (60) days and no claims have been paid, a ten percent (10%) penalty per month will be added to a refund that is not made within forty-five (45) days. If this Agreement has been financed, the Lienholder may cancel the Agreement and be named sole payee on any refund should Your Vehicle be declared a total loss or is repossessed. Otherwise, any refund check will be made payable to the Agreement Holder and the Lienholder as their interest may appear. We will mail a written notice to You at Your known address of contained in Our records at least ten (10) days prior to cancellation by Us. Prior notice is not required if the reason for cancellation is nonpayment of the Agreement, a material misrepresentation by You, or a substantial breach of duties by You relating to the covered product or its use. State law and regulation will take precedence over the terms of this Agreement where applicable.