

SUBSCRIPTION SERVICE CONTRACT

ENROLLMENT & REGISTRATION PAGE

SUBVSCF

SUBSCRIPTION SERVICE CONTRACT HOLDER INFORMATION		PRIMARY VEHICLE INFORMATION		CONTRACT #
NAME (FIRST) (LAST)		VIN		
ADDRESS		YEAR		
CITY/STATE/ZIP CODE		MAKE		
PHONE NUMBER		MODEL		
EMAIL ADDRESS		CURRENT ODOMETER		

SUBSCRIPTION SERVICE CONTRACT INFORMATION		TERM (MONTHLY AUTO RENEWAL)			INITIAL PAYMENT
EFFECTIVE DATE	COVERAGE LEVEL				Your Initial Payment is the Enrollment Fee + the 1st Month's Payment.
ENROLLMENT FEE	<input type="checkbox"/> BRONZE <input type="checkbox"/> SILVER <input type="checkbox"/> GOLD <input type="checkbox"/> RIDESHARE <input type="checkbox"/> PLATINUM				
BASE MONTHLY PAYMENT	DEDUCTIBLE				
MONTHLY CONNECT FEE: <input type="checkbox"/> WIFI <input type="checkbox"/> SERVICE	\$50	\$100	\$250	80/20	

MONTHLY FEE INFORMATION		MONTHLY PAYMENT
IMPORTANT: YOUR MONTHLY PAYMENT WILL BE DUE ON THE _____ OF EACH MONTH. THE TOTAL YOUR FIRST PAYMENT EACH MONTH IS _____		
Your payment will be processed on the last day of the month, if Your Due Date is on the 29th, 30th, or 31st. Payment is NOT available on a billing cycle.		

ENROLLMENT COMPANY INFORMATION	
ENROLLMENT COMPANY NAME	
PHONE NUMBER	EMAIL ADDRESS

NOTICE TO CUSTOMER: The purchase of this **Monthly Subscription Service Contract, hereafter Contract**, is not required to obtain financing or to purchase a vehicle. This Contract is not an insurance policy, a Warranty, or a Guarantee. This Contract does not cover the benefits provided under Seller Warranties required by state law. This Contract represents the entire agreement between You and Us. No person has the authority to change this Contract or to waive any of its provisions. No other written or oral statements apply to this Contract.

ACKNOWLEDGMENT AND AGREEMENT	INITIAL
MANDATORY CUSTOMER PAID INSPECTION FEE PERIOD: I understand that any claim that occurs within the first 45 days from the original Effective Date will require a mandatory third-party inspection to determine the extent, nature, and possible cause(s) leading to a claim during this period of time. I understand that Vehicle Maintenance Inspection will be examined to help determine if any pre-existing conditions may have existed prior to this claim, or to be the ultimate cause for the claim. If I file a claim in the first 45 days from the original Effective Date, I understand that I am solely responsible for paying the Inspection Fee (up to a maximum of \$150) directly to the Administrator, prior to the inspection. I understand the Administrator is responsible for appointing the inspector. I understand pre-existing conditions are not covered under this Contract.	
TRIAL PERIOD: I understand that I have a 7-day Trial Period. If I cancel my Contract in the first 7 days from the original Effective Date, I will receive 100% of the Enrollment Fee and first month's payment, unless I have initiated/ filed a mechanical claim or used any other inclusive Ancillary Benefits. I also understand that if I cancel my Contract after 7 days, I will not be refunded the Enrollment Fee. I understand that I can cancel this Contract after the 7-day Trial Period and up to 45 days in advance of my next scheduled Monthly Payment, to waive further subscription charges. I will have coverage up until the final day of my last paid-in-full Term. I understand my rights stated throughout this Contract and in Section 4. Cancellation.	
MONTHLY SUBSCRIPTION: I understand that this Contract is purchased as a Monthly Subscription and I am responsible for making the Monthly Payment shown above in order to be eligible for the Covered Repairs outlined in this Contract. I understand that I may cancel this Contract at any time and the Administrator may cancel this Contract if I fail to make my Monthly Payment on the Due Date. I understand if the Administrator cancels my Contract, no refund will be due, no claims will be authorized, and my Contract will not be reinstated.	

DISCLOSURE OVERVIEW AND CONSENT	YES/NO
I understand that this Contract is a monthly auto-renewal subscription, meaning my Contract renews on the same day every month and a Monthly Payment will automatically be deducted from the payment account I provided, until I cancel my subscription. The days of the month are based on the Effective Date of this Contract and is listed above.	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
I understand that I can cancel my Contract anytime online at www.subscriptionwarranty.com or by calling (844) 277-7376.	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
I understand that I have selected a Coverage Level and Deductible option that applies to my Contract coverage.	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
I understand that pre-existing conditions are NOT COVERED under this Contract.	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
I understand that there is a Mandatory Customer Paid Inspection Fee Period for the first 45 days from the Effective Date and a 7-day Trial Period from the original Effective Date for this Contract. All questions that I had regarding this Contract have been answered to my satisfaction. I understand and agree to abide by all terms and conditions herein.	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
I understand the terms and conditions pertaining to the eligibility of this Contract, as they have been explained to me.	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
I understand the Administrator may cancel my Contract, if any information I have provided herein is proven to be false or inaccurate.	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO

By providing my signature (verbally, electronically, or physically) below, I understand and agree to all of the terms and conditions described in this Contract. I understand that the purchase of this Contract is voluntary and not required for purchasing, leasing, or financing a Vehicle. I understand that Prior Authorization must be obtained from the Administrator prior to receiving any repairs.

CUSTOMER SIGNATURE	DATE	REPRESENTATIVE SIGNATURE	DATE
VERBAL ELECTRONIC			

A. DEFINITIONS

ADMINISTRATOR, WE, US, AND OUR: For Roadside Service Benefits: Quest Towing Services. For all other benefits: Axiom Product Administration, 1 Progress Point Parkway, Suite 101, O'Fallon, MO 63368, (844) 277-7376.

BASE MONTHLY PAYMENT: The amount You must pay each month based on the Coverage Level and Deductible You choose. **This amount does NOT include any optional Monthly Connect Fee(s) for Your Vehicle that you may elect or any taxes that are required by state law.**

BREAKDOWN: The mechanical failure of any original or like replacement part covered by this Contract to perform its intended function(s) due to defects, faulty workmanship in the manufacturing process, or abnormal wear and tear, providing it has received all scheduled maintenance as recommended by the manufacturer in the Owner's Manual. **Breakdown does NOT include the gradual reduction in operating performance caused by wear and tear where a failure has not occurred.**

BUSINESS USE: A vehicle used for business related purposes, registered to an individual (not an entity), that is solely or partially used for the generation of income. Coverage includes rideshare (such as Uber, Lyft, etc.). **Coverage is ONLY provided for Business Use of a Vehicle under this Contract, if You selected the Rideshare Coverage Level, according to the terms and conditions herein. Business Use does NOT include any Vehicle used for Commercial Use.**

COMMERCIAL USE: Any vehicle that is registered under an entity (not an individual) and/or any vehicle, regardless of registration type, used for police or law enforcement services, fire, ambulance or emergency services, taxi, limousine or shuttle services, newspaper or mail delivery, rental services, construction, security services, snow removal or plowing, cable or line installation, or hauling for hire.

CONTRACT: This **Monthly Subscription Service Contract**, which You have purchased for Your Vehicle. **All instances of "Contract" herein refer to Your Monthly Subscription Service Contract.**

COST: The reasonable and customary charges for parts and labor necessary to repair or replace the Covered Part(s) listed in Your Coverage Level. These charges shall not exceed the original manufacturer's suggested retail price for parts and/or Warranty labor allowances derived from the Alldata or Mitchell labor guide. Applicable taxes assessed to the Cost will be covered, according to the terms and conditions herein.

COVERAGE LEVEL: The Covered Repairs You will be eligible to receive under the terms and conditions of this Contract. Your Coverage Level is selected on the Registration Page of this Contract and **ONLY the components listed within Your state Coverage Level will be covered.**

COVERED PARTS: The components listed under the Coverage Level that You selected will be covered. **At Our discretion, replacement parts used in Covered Repairs may include non-original equipment manufacturer parts, new re-manufactured parts, or used parts that meet the quality standards of the Repair Facility or Us.**

COVERED REPAIR: The repair or replacement of a Covered Part(s) for which We have authorized and have a payment obligation to You or a Repair Facility under this Contract.

CURRENT ODOMETER: Actual mileage that is registered on the odometer of Your Vehicle on the Contract Effective Date.

DEDUCTIBLE: The amount You must pay per visit for approved and authorized Covered Repairs. This amount must be paid each time You make a claim and have an approved and authorized Covered Repair performed. If a Warranty deductible charge is imposed by the manufacturer, this Contract will pay the manufacturer's deductible. **The Deductible does NOT apply to Roadside Benefits within this Contract.**

DUE DATE: The day in which Your Monthly Payment is due each month. This is based on the Effective Date of this Contract. **This date will not fluctuate, unless Your Due Date is on the 29th, 30th, or 31st and is not available for a billing cycle in that case, Your payment will be processed on the last day of the month.**

EFFECTIVE DATE: The date in which You enrolled in this Contract and Your coverage becomes effective. It is listed on the Registration Page in the Subscription Service Contract Information section.

ENROLLMENT COMPANY: The entity that enrolled You in this Contract.

ENROLLMENT FEE: The fee for enrollment and activation in this Contract.

INITIAL PAYMENT: This includes the Enrollment Fee plus Your first Monthly Payment.

MANDATORY CUSTOMER PAID INSPECTION FEE PERIOD: A claim that occurs within the first 45 days from the original Effective Date will require a mandatory third-party inspection to examine the extent, nature, and possible cause(s) leading to a claim during this period of time. If a claim is filed within the first 45 days from the original Effective Date, You are solely responsible for paying the Inspection Fee (up to a maximum of \$150) directly to Us, since We are responsible for appointing the inspector. The fee must be paid before Your Vehicle can be inspected and/or authorization can be granted for any possible Covered Repairs. **ONLY for a claim that is filed within the first 45 days of coverage.**

MONTHLY CONNECT FEE: Optional monthly subscription charge for integrated benefits including: WIFI in Your Vehicle, Satellite Radio, OEM connected services, and/or any other third-party service (when program is available).

MONTHLY PAYMENT: The amount You must pay each month, in order to be eligible for the Covered Repairs outlined in this Contract. Your Monthly Payment includes Your Base Monthly Payment, Monthly Connect Fee(s), and any taxes that are required by state law.

MONTHLY SUBSCRIPTION: This Contract is a monthly auto-renewal term subscription. Coverage is for monthly increments starting from the Effective Date. A Monthly Payment will automatically be deducted on the same day each month from the payment account You provide. Payments will be deducted, until You cancel the subscription the next billing month. Cancellation must be made at least 48 hours in advance of Your next scheduled Monthly Payment. See Section 10, Cancellation, for full details pertaining to Your right to cancel and cancellation procedures.

OBLIGOR: Axiom Product Administration, 1 Progress Point Parkway, Suite 101, O'Fallon, MO 63368, (844) 277-7376.

REPAIR FACILITY: A franchised automotive dealer or licensed repair facility. Repairs performed by any facility must receive authorization from Us, prior to beginning repair. Preferred repair locations are factory dealerships with certified trained technicians, followed by licensed independent repair facilities. To file a claim, see Section 10, How To Make A Claim, of this Contract.

TERM: Coverage under this Contract begins on the Effective Date and will be automatically renewed monthly, until You cancel the subscription.

TRIAL PERIOD: When You initially enroll for this Contract, You will receive coverage for the first 7 days from the original Effective Date completely risk free. If You decide to cancel during the Trial Period, You will receive a 100% refund, unless You have initiated/filed a mechanical claim or used any other included ancillary benefits offered under this Contract.

VEHICLE: The covered vehicle listed in the Primary Vehicle Information section on the Registration Page.

WARRANTY: Any Warranty of the Original Equipment Manufacturer (OEM), state required Dealer Warranty, or a Repair Facility's guarantee.

YOU OR YOUR: The customer named on the Service Contract Holder on the Registration Page.

B. WHAT YOUR CONTRACT COVERS

BRONZE COVERAGE LEVEL (INCLUDES ITEMS 1-6)

- ENGINE: Gasoline Engine** - Engine block heater, cylinder block, and all internally lubricated parts including: crankshaft, rod and main bearings, cam bearings, expansion plugs, connecting rods, wrist pins, pistons, piston rings, camshaft and bearings, followers, cam tower, lifters, cylinder head, valves and guides, valve seats, valve springs and retainers, rocker arms, push-rods, timing chain housing, timing chain and sprockets, timing belt tensioner, intake and exhaust manifolds, flywheel/flex plate, balance shafts, harmonic balancer and retaining bolt, crankshaft pulley, valve covers, oil pan, oil pump and pressure relief valve, oil pump pick up and drive, engine oil cooler hoses, engine oil sending unit, engine mounts, water pump, temperature sending unit, fuel pump, vacuum pump, dipstick and dipstick tube, ignition coil, fuel injectors, fuel filler neck, and filler neck hose. **Seals, gaskets, fasteners, and fluids will be covered ONLY in conjunction with a Covered Repair.**
- TURBOCHARGED/DIESEL ENGINES:** All of the above listed parts plus: turbocharger, waste gate controller, intercooler, compressor, clutch and pulley, fuel supply pump, injection pump, lines and nozzles. **Seals, gaskets, fasteners, and fluids will be covered ONLY in conjunction with a Covered Repair.**
- TRANSMISSION: AUTOMATIC** - Transmission case and all internally lubricated parts including: oil pump, valve body, torque converter, main shaft, governor, clutches, bands, drums, gear sets, chain and sprockets, bearings, bushings, sealing rings, solenoids, electronic shift control unit, transmission mounts, cooler, cooler hoses and hard lines, vacuum modulator, and dipstick and tube. **Seals, gaskets, fasteners, and fluids will be covered ONLY in conjunction with a Covered Repair.**
- TRANSMISSION: STANDARD** - Transmission case and all internally lubricated parts including: main shaft, gear sets, shift forks, transmission mounts, synchronizers, chain and sprockets, bearings, bushings, and electronic and vacuum engagement components. **Seals, gaskets, fas-**

teners, and fluids will be covered ONLY in conjunction with a Covered Repair.

- 5. FRONT WHEEL DRIVE:** Transfer case/Drive axle housing and all internally lubricated parts including: carrier case, gear sets, chain and sprockets, bearings, bushings, axle shafts, universal joints, front hub bearings, locking hub assembly (4 X 4), transfer case, transfer case mount, and drive shaft support. **Seals, gaskets, fasteners, and fluids will be covered ONLY in conjunction with a Covered Repair.**
- 6. REAR WHEEL DRIVE:** Drive axle housing and all internally lubricated parts including: carrier case, gear sets, bearings, bushings, limited slip clutch pack, axle shafts, rear hub bearings, propeller shafts, universal joints, and drive shaft support. **Seals, gaskets, fasteners, and fluids will be covered ONLY in conjunction with a Covered Repair.**

SILVER COVERAGE LEVEL (INCLUDES ITEMS 1-7)

- 7. AIR CONDITIONING:** Compressor (electric) and mounting brackets, clutch and pulley, condenser, orifice tube, serpentine belt tensioner, POA valve, expansion valve, accumulator, temperature control programmer, high/low pressure cutoff switches, high/low pressure hoses, pressure cycling switch, thermostat, drier, temperature control head, o-rings, and freon refrigerant (if necessary, due to a leaking Covered Part). **Seals, gaskets, fasteners, and fluids will be covered ONLY in conjunction with a Covered Repair.**

GOLD OR RIDESHARE COVERAGE LEVEL (INCLUDES ITEMS 1-16)

- 8. ENGINE COOLING:** Radiator, mounting brackets and coolant recovery tank, fan clutch, fan motor and blades, fan shroud, heater core, transmission cooler, low coolant sensor, heater control valve, and temperature sensor and relay. **Seals, gaskets, fasteners, and fluids will be covered ONLY in conjunction with a Covered Repair.**
- 9. STEERING:** Housing/case/cylinder and all internally lubricated parts including: rack and pinion valve assembly, sector shaft, rack mounts and cushions, inner/outer tie rod ends, bellows/boots, speed sensor, steering gear assembly, pitman arm, all shafts/couplings, sealing rings, bearings, bushings, center link, idler arm, electric and power steering pump and pulley, fluid reservoir, pressure and return hoses, cooler and lines, and couplings. **Seals, gaskets, fasteners, and fluids will be covered ONLY in conjunction with a Covered Repair. THIS COVERAGE DOES NOT INCLUDE REAR WHEEL STEERING COMPONENTS.**
- 10. SUSPENSION:** Upper and lower control arms, bump stop cushions, control arm shafts, torsion bar mounts and bushings, upper and lower ball joints including: dust boots, steering knuckle/spindle, wheel bearings and seals, stabilizer shaft, stabilizer linkage including mounts and bushings, and king pins. **Seals, gaskets, fasteners, and fluids will be covered ONLY in conjunction with a Covered Repair. A Front and/or Rear Wheel Alignment will also be included, where required to complete Covered Repairs.**
- 11. BRAKES:** Master cylinder, assist booster, wheel cylinders, combination valve, front and rear brake calipers, rotors, and lines and fittings, backing plates, springs and clips, retainers and self-adjusters, parking brake linkage and cables, and anti-lock brake system. **Seals, gaskets, fasteners, and fluids will be covered ONLY in conjunction with a Covered Repair.**
- 12. ELECTRICAL:** Instrument cluster including: speedometer, odometer, tachometer and gauges, warning lights, factory burglary alarm, electronic entry systems including remote entry receiver, sunroof motor, power antenna motor, headlight motors, power trunk release motor, heated/cooled seats, power seat motor, power window motors, regulators, power door lock switch, power sliding door motor and switch, power door lock actuators and switch, power mirror motor, window defrosters (front and rear), wiper motor, windshield wiper pump, relay, and switch, distributor, heater - A/C blower motor, convertible top motor, brake light switch, backup light switch, neutral safety switch, cigarette lighter, clock, horn, alternator, voltage regulator, and starter.
- 13. HYBRID/PLUG-IN ELECTRIC:** On-board computer system including: all relays, sensors, ECU & PCM (electric control units/electric control modules) driver information displays, controller/electronic throttle control system, AC charger, battery cooling system (including blower motor controller, blower assembly and ducts), cooling system (including pump and fan motors, coolant recovery tank, and coolant valve, hybrid condenser). **Seals, gaskets, fasteners, and fluids will be covered ONLY in conjunction with a Covered Repair.**
- 14. ON-BOARD MODULES/RELAYS/SENSORS/SYSTEMS:** All vehicle control modules, sensors and relays including: engine control module/systems and all related sensors/relays, all transmission and transfer case control modules and related sensors/relays, all ABS/traction control modules, sensors/relays, all air conditioning control modules and related sensors/relays, all steering modules and related sensors/relays, all cruise control modules and all related sensors/relays/servo actuators, engine control modules and all related sensors/relays, all vehicle avoidance modules and all related sensors/relays.
- 15. ENTERTAINMENT/NAVIGATION:** GPS/Navigation system, night vision system, and video components including: TV, DVD, DVR, Bluetooth and Video Game Player. **THIS COVERAGE APPLIES TO FACTORY INSTALLED UNITS ONLY AND DOES NOT INCLUDE CLEANING/ADJUSTING, PROGRAMING, UPDATES, OR CONTROLLER.**
- 16. CHASSIS:** Heated steering wheel, door handles, door hinges, door latches, ashtrays, hood latch release mechanism, hood struts, hood hinges, hood torsion bars, rear hatch hinges, rear hatch latch, rear hatch release mechanism, glove box hinges, glove box latch, and glove box lock.

If You selected the Rideshare Coverage Level on the Registration Page of this Contract, You will receive coverage for the components listed in Items 1-16 above, plus coverage covered for Business Use of Your Vehicle. Please see the definition of Business Use in Section A., Definitions, of this Contract for all coverage details.

PLATINUM COVERAGE LEVEL (INCLUDES ITEMS 1-17)

- 17. Any part that experiences a Breakdown during the Contract Term, except for any parts specifically excluded in this Contract and/or listed in Section F., Exclusions, of this Contract. This Coverage Level does NOT include Business Use.**

C. ANCILLARY BENEFITS

- 1. EMERGENCY ROADSIDE AND TOWING SERVICE:** If Your Vehicle has experienced a Breakdown or Vehicle disablement, and is in need of:
 - Towing or Jumpstart
 - Flat Tire Change (including spare)
 - Fluids (oil, water, or antifreeze) **cost of fluids not included, or**
 - Lock out of vehicle **(entry to passenger compartment only),**

We will dispatch a service provider to Your location. Your benefit includes "sign & drive" services under this Contract up to a maximum of \$150 per use/incident. Sign & drive means You incur no out of pocket expenses up to the \$150 maximum benefit per use/incident. Any fees above the per use/incident maximum will be at Your own expense and will not be reimbursed. **A maximum 3 uses per any 12 month period during the Contract, and a maximum of 1 use per any 72-hour period. You may also submit receipts for reimbursement consideration, if You arrange Your own service. All receipts must be submitted to Us within 45 days of incident.**

Emergency Roadside services are provided only for unmodified single rear-axle, four wheeled registered, and licensed light duty motor vehicles weighing less than 9,500 lbs./4,300 kg used for private, on-road transportation, including passenger vehicles and light duty trucks.

Emergency Roadside services are provided to You in emergency situations only when Your Vehicle (due to an unforeseen disablement or unavoidable incident) is unable to be driven safely. Services are not designed to be provided when the disablement is caused by poor or non-existent vehicle maintenance, nor does this benefit cover services required for Your Vehicle due to an automobile accident or damage incurred by acts of nature such as: floods, hurricanes, tornadoes, earthquakes, and hail.

Services provided by Quest Towing Services will not be available in areas not regularly traveled, such as vacant lots, beaches, open fields, roads closed during the season of the request, or other places which would be hazardous for the Service Provider to reach. Quest Towing Services is not responsible for service in areas that restrict or ban access to motorist such as turnpikes and other governed highways, including toll roads.

Please refer to Section F., How To Make A Claim, of this Contract for specific instruction on how to submit documentation or how to contact Our Customer Service and Claims departments. For Emergency Roadside Assistance, call Us Toll Free, 24 Hours a day, 7 days a week at (844) 277-7376 and We will dispatch a service provider to Your location.

2. **RENTAL CAR OR ALTERNATIVE TRANSPORTATION REIMBURSEMENT:** In the event Your Vehicle is in need of an overnight Covered Repair, You may be reimbursed for up to 5 days, at \$50 per day (\$250 maximum benefit), for rental car or alternative transportation reimbursement expenses You incur. Alternative transportation includes a taxi, car service, rideshare (such as Uber, Lyft, etc.), train fare, or bus fare. **You must pay for Your rental car/alternative transportation expenses in full and then provide a paid-in-full receipt, plus a copy of the qualifying repair order showing completed work, for reimbursement consideration. All receipts must be submitted to Us within 45 days of incident. Rental car/alternative transportation reimbursement is NOT covered for shop scheduling or shop/part delays.**
3. **TRIP INTERRUPTION:** In the event of a Breakdown resulting in a Covered Repair of Your Vehicle, We will reimburse You for motel/hotel lodging and restaurant expense incurred, providing You are in excess of 100 miles from Your primary residence. Such expense shall be limited to \$150 per day and \$450 per occurrence. **Reimbursement is limited to downtime for Covered Repairs and ends at the date of repair completion. All receipts must be submitted to Us within 45 days of incident.**

D. YOUR RESPONSIBILITIES

PREVENT FURTHER DAMAGE: In the event of a Breakdown, You must take immediate action to prevent further damage to the Vehicle. This Contract does not cover damage caused by continued operation of the Vehicle in a failed state or failing to timely repair a failed component.

MAINTENANCE REQUIREMENTS: In order to receive benefits under the terms of this Contract, You must have the Vehicle checked and serviced according to the manufacturer's recommendations and maintain verifiable receipts for the maintenance services performed. If You perform the maintenance services, then You must maintain verifiable receipts showing purchase of all parts and materials necessary to perform the maintenance services, along with a statement showing the date AND mileage on which they were performed. We may require that You submit proof of maintenance services when a claim is filed and failure to do so may result in denial of coverage.

SUBROGATION: If We pay for a loss, We may require You to assign to Us Your rights of recovery against others. We will not pay for a loss if You impair these rights to recover. Your rights to recover from others may not be waived. **IF THE BREAKDOWN IS COVERED UNDER ANY OTHER OEM, DEALER, DISTRIBUTOR WARRANTY, SERVICE CONTRACT, RECALL, OR REPAIR ADJUSTMENT ("OTHER COVERAGE"), WE WILL PAY THE DIFFERENCE, IF ANY, BETWEEN THE PAYMENTS DUE UNDER THIS CONTRACT AND THE PAYMENTS DUE UNDER THE OTHER COVERAGE.**

E. LIMITS OF LIABILITY

1. **CONTRACT COVERAGE:** In the event of Breakdown of a Covered Part, We agree to pay for or reimburse You for Covered Repairs for the Cost of parts and labor, to repair or replace a Covered Part less applicable Deductible, subject to the terms, conditions, and limitations herein.
2. **LIMITS OF LIABILITY:** For any one repair visit, all benefits paid or payable shall not exceed the Actual Cash Value of Your Vehicle at the instant prior to the most recent loss. Actual Cash Value is determined by using the most current NADA "Average Trade-In" value available for Your Vehicle based on Your zip code. The aggregate total of all claims and any other include Ancillary charges paid or payable during this Contract Term shall not exceed the Actual Cash Value of Your Vehicle or \$10,000.00, whichever is less.
3. **DIAGNOSTICS COVERAGE:** We will pay for reasonable, necessary and customary diagnostic charges incurred in conjunction with a Covered Repair, not to exceed the labor time listed in a nationally recognized parts and labor guide. **DIAGNOSTIC TIME WILL NOT BE PAID FOR THOSE CONDITIONS WHERE THE PROPER REPAIR IS NOT A COVERED REPAIR OR IS READILY APPARENT TO THE NORMAL SENSES OF SIGHT, TOUCH, SMELL AND/OR SOUND.**
4. **CONSEQUENTIAL DAMAGE COVERAGE:** We will pay for replacement of brake pads, belts, and hoses that are damaged and require replacement as a direct result of a Breakdown and an authorized Covered Repair. This coverage includes disc brake rotors or brake drum resurfacing. **Consequential Damage to any other part(s) expressly excluded from coverage under this Contract.**
5. **FLUID COVERAGE:** We will pay for replacement of necessary fluids, oil, grease, and lubricants and approved A/C gases that must be replaced in conjunction with a Covered Repair. **THIS COVERAGE DOES NOT INCLUDE ANY CHARGES FOR ADDITIONAL SHOP SUPPLIES.**

F. EXCLUSIONS

This Contract will NOT PAY or reimburse You for any loss or collection excluded throughout this Contract or for:

1. ANY LOSS, DAMAGE, OR EXPENSE CAUSED BY ACCIDENTS AND/OR ALTERATIONS/MODIFICATIONS TO THE VEHICLE NOT AUTHORIZED BY ITS MANUFACTURER.
2. THE FAILURE OF ANY PART NOT COVERED UNDER THIS CONTRACT.
3. ANY REPAIRS COVERED BY THE DEALER, MANUFACTURER, OR INSURANCE COMPANY.
4. ANY CLAIM, IF YOUR VEHICLE WAS USED FOR COMPETITIVE DRIVING OR RACING, PRINCIPALLY OFF ROAD USE, OR RENTAL PURPOSES.
5. ANY CLAIM, IF YOUR VEHICLE WAS USED FOR BUSINESS USE, UNLESS YOU SELECTED THE RIDESHARE COVERAGE LEVEL.
6. ANY CLAIM, IF YOUR VEHICLE WAS USED FOR COMMERCIAL USE, REGARDLESS OF WHICH COVERAGE LEVEL YOU SELECTED.
7. ANY BREAKDOWN CAUSED BY MISUSE, ABUSE, NEGLIGENCE (INCLUDING THE NEGLIGENCE OF A REPAIR FACILITY TO PERFORM PROPER REPAIRS) IMPROPER TOWING OR THE LACK OF PROPER MAINTENANCE.
8. ANY BREAKDOWN CAUSED BY CONTAMINATION, OVERHEATING, THE LACK OF COOLANTS/LUBRICANTS, SLUDGE, OR RESTRICTED OIL FLOW.
9. HAZARDOUS WASTE DISPOSAL CHARGES, BATTERY DISPOSAL CHARGES, ENVIRONMENTAL FEES, STORAGE OR FREIGHT CHARGES, ADJUSTMENTS, SHOP SUPPLY CHARGES, OR THE CORRECTION OF RATTLES/SQUEAKS/WIND NOISE/ODORS/WATER LEAKS.
10. LIABILITY OR DAMAGE TO PROPERTY, INJURY, OR DEATH ARISING FROM THE OPERATION OF YOUR VEHICLE WHETHER, OR NOT THE CAUSE RELATED TO A COVERED PART.
11. ANY PERSONAL EXPENSES (EXCEPT AS OUTLINED IN SECTION C., ANCILLARY BENEFITS) AS A RESULT OF A BREAKDOWN.
12. ANY BREAKDOWN OF A COVERED PART OR A NON-COVERED PART RESULTING FROM CONSEQUENTIAL DAMAGE, EXCEPT AS LISTED UNDER THE CONSEQUENTIAL DAMAGE COVERAGE PORTION OF SECTION D., LIMITS OF LIABILITY.
13. THE GRADUAL REDUCTION OF A COVERED PART'S OPERATING PERFORMANCE, INCLUDING LEAKAGE FROM SEALS AND GASKETS.
14. ANY CLAIM, IF YOUR VEHICLE IS A TRUCK RATED MORE THAN 1 TON.
15. BATTERY AND BATTERY CABLE/HARNESS, MOBILE CONNECTOR, WALL CONNECTOR, ANY FUTURE CONNECTORS, AND ANY RELATED CHARGING ADAPTERS, INTERIOR LED LIGHTING, STANDARD TRANSMISSION CLUTCH ASSEMBLY, FRICTION CLUTCH DISC AND PRESSURE PLATE, SAFETY RESTRAINT SYSTEMS (INCLUDING AIR BAGS), GLASS, LENSES, SEALED BEAMS, LIGHT BULBS, FUSES, CIRCUIT BREAKERS, CELLULAR PHONES, GAME CENTERS, SPEAKERS, REMOTE CONTROL CONSOLES, RADAR DETECTION DEVICES, BRAKE ROTORS AND DRUMS, ALL EXHAUST COMPONENTS, AND THE FOLLOWING EMISSION COMPONENTS: HOSES, LINES, CATALYTIC CONVERTER/FILTERING, EMISSION VAPOR SENSORS; WEATHER STRIPS, TRIM, MOLDINGS, BRIGHT METAL CHROME, UPHOLSTERY AND CARPET, PAINT, OUTSIDE ORNAMENTATION, BUMPERS, BODY SHEET METAL AND PANELS, FRAME AND STRUCTURAL BODY PARTS, VINYL AND CONVERTIBLE TOPS, TIRES, AND/OR WHEELS/RIMS. EXTERNAL NUTS, BOLTS, AND FASTENERS ARE NOT COVERED UNLESS SPECIFICALLY LISTED IN THE SCHEDULE OF COVERAGES (EXCEPT WHERE REQUIRED IN CONJUNCTION WITH A COVERED REPAIR).
16. PRE-EXISTING CONDITIONS THAT EXISTED PRIOR TO THE EFFECTIVE DATE OF THIS CONTRACT. THESE ARE NOT INCLUDED UNDER ANY CIRCUMSTANCE.
17. ANY NON-U.S. SPECIFICATION MODEL VEHICLE, GREY MARKET VEHICLE, OR ANY VEHICLE WITH A BRANDED OR SALVAGED TITLE.
18. ANY BREAKDOWN CAUSED BY ACTS OF CRIME/NATURE INCLUDING, BUT NOT LIMITED TO: FALLING OBJECTS, THEFT, LARCENY, EXPLOSION, LIGHTNING, EARTHQUAKE, FIRE, WINDSTORM, HAIL, WATER, FLOOD, FREEZING TEMPERATURES, VANDALISM, RIOTS.
19. ANY INVOICE PRESENTED TO US FOR PAYMENT IN WHICH THE REPAIRS WERE NOT PERFORMED AS DESCRIBED AT THE TIME OF AUTHORIZATION.

20. ANY CLAIM, IN WHICH YOUR VEHICLE'S ODOMETER HAS BEEN ALTERED, DISCONNECTED, OR IS INOPERABLE. IF THE ODOMETER BECOMES INOPERABLE DURING THE TERM OF THIS CONTRACT, YOU MUST IMMEDIATELY NOTIFY US AND WITHIN 15 DAYS OF THE ODOMETER BECOMING INOPERABLE PROVIDE DOCUMENTATION PROVING THAT THE ODOMETER HAS BEEN REPAIRED.
21. ANY CLAIM FOR ANY PART OR REPAIR THAT A REPAIR FACILITY OR MANUFACTURER RECOMMENDS OR REQUIRES TO BE REPAIRED, REPLACED, ADJUSTED, OR UPDATED (INCLUDING UPDATING SOFTWARE OR PROGRAMMING), IN CONJUNCTION WITH A COVERED REPAIR WHEN A BREAKDOWN OF THAT PART HAS NOT OCCURRED. THIS INCLUDES MODIFICATION, REPLACEMENT, OR ALTERATION OF ORIGINAL SYSTEMS NECESSITATED BY THE REPLACEMENT OF AN OBSOLETE, SUPERSEDED, REDESIGNED, OR UNAVAILABLE PART.

G. HOW TO MAKE A CLAIM

In the event of a Breakdown DURING OUR NORMAL BUSINESS HOURS (M-F 7-5, Sat. 8-3 CST), You must:

1. Take immediate action to prevent any further damage to Your Vehicle.
2. Contact Us at (844) 277-7376 for repair network appointments, prior authorization, and a claim number for any claim, BEFORE ANY WORK IS COMMENCED.
3. Take Your Vehicle to the preferred OEM Dealer or licensed Repair Facility and provide this Contract or Contract number when required and possible.
4. Provide "tear down authorization" when requested by Us, so that the Repair Facility can provide an accurate diagnosis and repair estimate. You will be responsible for any charges associated with the tear down, if it is determined that the Breakdown is not a Covered Repair under this Contract.
5. Within 60 days of the completed Covered Repair, You may provide Us with any required documents by mailing them to: Axiom Product Administration, 1 Progress Point Parkway, Suite 101, O'Fallon, MO, 63368. You may also scan Your documents and email them to Us at programclaims@axiomadmin.com, or by FAX to (636) 614-0519.

Pre-authorization is granted based on the information We are provided. If any documentation submitted does not substantiate the information provided during the authorization call, Your claim may be denied. The amount authorized by Us is the maximum amount that will be paid for repairs or replacement covered under this Contract. Any additional amount must receive prior authorization from Us.

In the event of a Breakdown OUTSIDE OUR NORMAL BUSINESS HOURS, You may either elect to wait for authorization or proceed with repairs. If You proceed with repairs without Our prior authorization, You will not be reimbursed for incurred expenses in accordance with all terms, conditions, exclusions, and restrictions of this Contract. In order to be eligible for reimbursement, 1) the damaged part(s) must be retained for inspection upon Our request, and 2) You must contact Us within 2-3 business days. If you are not able to contact us within this timeframe, it may impact reimbursement compensation. You will be responsible for repair costs, if it is determined that the Breakdown was not a Covered Repair under this Contract. All claim documentation must be received within 30 days of a completed Covered Repair to be eligible for payment.

H. CANCELLATION

1. **CANCELLATION BY YOU:** You may cancel this Contract at any time. To initiate cancellation, You must use one of the following methods: 1.) go online at www.subscriptionwarranty.com or 2.) call (844) 277-7376. If You cancel Your Contract within the first 7 days from the original Effective Date, You will receive a 100% refund of the Enrollment Fee and Your first Monthly Payment, unless You initiated/ filed a mechanical claim or used any other inclusive Ancillary Benefits. If You cancel after day 7, and You initiated/ filed a mechanical claim or used any other inclusive Ancillary Benefits in the first 7 days, no refund will be due to You and Your coverage will remain in force until the final day of Your last paid-in-full Term. You can cancel this Contract after the 7-day Trial Period and up to 48 hours in advance of Your next scheduled Monthly Payment, to waive further subscription charges.
2. **CANCELLATION BY US:** We may cancel this Contract based on one or more of the following reasons:
 - (a) non-payment of the Enrollment Fee, Monthly Payment, and/or Inspection Fee;
 - (b) a material misrepresentation made by You;
 - (c) a substantial breach of duties by You relating to the use of Your vehicle.

If We cancel this Contract, no refund will be due to You, no claim will be authorized, and Your Contract will not be reinstated.

I. TRANSFER

This Contract is non-transferable. This Contract is a monthly auto renewal term subscription and a Monthly Payment must be automatically deducted from a payment account provided by the original Contract holder.

J. OBLIGATIONS

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

In Rhode Island, obligations under this Contract are insured under an insurance policy issued by Atlantic Specialty Insurance Company, 605 North Highway 169, Suite 100, Plymouth, MN 55442, Tel: (800) 888-2738.

In Georgia, obligations under this Contract are 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, obligations under this Contract are insured under an insurance policy issued by Blue Ridge Indemnity Company, 10151 Deerwood Park Blvd., Bldg. 100, Ste. 500, Jacksonville, FL 32256, Tel: (800) 888-2738.

If the Obligor fails to pay an authorized claim within 60 days, 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.

K. ARBITRATION

Any controversy or claim arising out of or relating to this Contract, or breach thereof, will be settled by binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association at the time of the dispute. A judgment upon the award rendered by the arbitrator(s) may be entered into any court having jurisdiction thereof. The parties specifically agree to the binding nature of the arbitration, unless the law of resident State, at the time of purchase, dictates otherwise.

L. SUBSCRIPTION SYNOPSIS

This Monthly Subscription Service Contract, hereinafter Contract, protects Your Vehicle from mechanical failure of any covered original or like replacement part. You can choose from 5 different Coverage Levels. The Coverage Level You choose will determine which parts will be covered. All Coverage Levels adhere to the restrictions detailed in Section E., Exclusions. This Contract is a monthly auto renewal term subscription, meaning this Contract renews on the same day every month and a Monthly Payment will automatically be deducted from a payment account provided by You, until the subscription is cancelled. The day of the month is based on the Effective Date of this Contract. Your payment will be processed on the last day of the month, if Your Due Date is on the 29th, 30th, or 31st and NOT available for a billing cycle. When You initially enroll for this Contract, You will receive coverage for the first 7 days from the original Effective Date completely risk free. If You decide to cancel during this 7-day Trial Period, You will receive a 100% refund, unless You have initiated/ filed a mechanical claim or used any other inclusive Ancillary Benefits offered under this Contract. If You cancel after day 7, or if You initiated/ filed a mechanical claim or used any other inclusive Ancillary Benefits in the first 7 days, no refund will be due to You and Your coverage will remain in force until the final day of Your last paid-in-full Term. You can cancel this Contract after the 7-day Trial Period and up to 48 hours in advance of Your next scheduled Monthly Payment,

to waive further subscription charges. Pre-existing conditions are not covered under this Contract. Any claim that occurs within the first 45 days from the original Effective Date will require a mandatory third-party inspection to examine the extent, nature, and possible cause(s) leading to a claim during this period of time. If a claim is filed within the first 45 days from the original Effective Date, You are solely responsible for paying the Inspection Fee (up to a maximum of \$150) directly to the Administrator, so they can appoint an inspector. The Inspection Fee must be paid before Your Vehicle can be inspected and/or authorization can be granted for any possible Covered Repairs. This is **ONLY** for a claim that is filed within the first 45 days of coverage. Your Monthly Payment is the amount You must pay each month, in order to be eligible for the Covered Repairs outlined in this Contract. Your Monthly Payment includes Your Base Monthly Payment, Monthly Connect Fee(s), and any taxes that are required by state law. Your Base Monthly Payment is based on the Coverage Level and Deductible You choose. The Deductible is the amount You must pay for approved and authorized Covered Repairs, per visit. This amount must be paid each time You make a claim and have an approved and authorized Covered Repair performed. If a Warranty deductible charge is imposed by the manufacturer, this Contract will pay the manufacturer's deductible. The Deductible does **NOT** apply to Ancillary Benefits within this Contract. You can choose to add Monthly Connect Fees, which are integrated benefits including: WIFI in Your Vehicle, Satellite Radio, OEM connected services, and/or any other third-party services (where integration is available), but these are completely optional. Your Initial Payment includes the Enrollment Fee plus Your first Monthly Payment. The Enrollment Fee is the fee for enrollment and activation in this Contract. All payment amounts can be found on the Registration Page of Your Contract. All eligible Covered Parts can be found in Section B., What Your Contract Covers, but are restricted to those included in the Coverage Level You selected. Defined terms that are capitalized throughout this section, as well as the other sections of this Contract, can be found in Section A., Definitions.

If you have any **QUESTIONS** regarding Your Contract please contact Us by calling (844) 277-7376 or emailing support@subscriptionwarranty.com. If you ever need to physically mail documentation to Us, Our address is Axion Product Administration, 1 Progress Point Parkway, Suite 101, O'Fallon, MO 63368.

If You need to **CANCEL** Your Contract, please go online at www.subscriptionwarranty.com or call Us at (844) 277-7376.

For all **GENERAL INQUIRIES**, please email us at hello@subscriptionwarranty.com.

M. STATE AMENDMENTS

These special state disclosures apply, if Your Contract was delivered in one of the following states. STATE LAW: If any disclosure in this Contract conflicts with the laws of the state in which it was issued, the disclosure is hereby amended to conform to the state law. The remaining disclosures in this Contract will remain in full force.

ALABAMA: Section H., Cancellation, items 1. and 2. are amended by adding the following:

- 1. CANCELLATION BY YOU:** The right to void this Contract only applies to You and only if no claim has been made. A 10% per month penalty shall be added to any refund that is not paid or credited within 45 days after the return of this Contract to Us.
- 2. CANCELLATION BY US:** If We cancel this Contract for any reason other than non-payment or material misrepresentation We shall mail a written notice of cancellation to You at Your last known address at least 5 days prior to the cancellation effective date.

ALASKA: Section H., Cancellation, items 1. and 2. are amended by adding the following:

- 1. CANCELLATION BY YOU:** The right to void this Contract only applies to You and only if no claim has been made. A 10% per month penalty shall be added to any refund that is not paid or credited within 45 days after the return of this Contract to Us.
- 2. CANCELLATION BY US:** If We cancel this Contract for any reason other than non-payment or material misrepresentation We shall mail a written notice of cancellation to You at Your last known address at least 5 days prior to the cancellation effective date.

ARIZONA: Section F., Exclusions, is amended by adding the following:

Exclusions 1., 4., 5., 6., 7., and 20. are only applicable if the damage or loss occurred while You owned the Vehicle.

Section F., Exclusions, is amended by deleting items 1. and 2. and replacing with the following:

- 16. ANY PRE-EXISTING MECHANICAL PROBLEMS THAT EXISTED PRIOR TO THE PURCHASE OF THIS CONTRACT UNLESS SUCH CONDITIONS WERE KNOWN OR SHOULD REASONABLY HAVE BEEN KNOWN BY US OR THE DEALER AT THE TIME OF SALE.**

Section J. Obligations, is deleted and replaced with the following:

Obligations under this Contract are insured under an insurance policy issued by Lyndon Southern Insurance Company, 10151 Deerwood Park Blvd., Bldg. 100, Ste. 500, Jacksonville, FL 32256, Tel: (800) 888-2738. In the event We cease to operate, are bankrupt or Your claim is not paid within 30 days after proof of loss is filed, You may file a direct claim with Lyndon Southern Insurance Company.

Section K., Arbitration, is amended by adding the following:

Arbitration does not prohibit You from following the process to resolve complaints under the provisions of A.R.S. §20-1095.09m, Unfair Trade Practices, as outlined by the Arizona Department of Insurance. To learn more about this process, You may contact the Arizona Department of Insurance at 100 N. 15th Ave., Ste. 100, Phoenix, AZ 85007, Attn: Consumer Affairs. You may directly file any complaint with the A.D.O.I. against a service provider issuing an approved service contract under the provisions of A.R.S. §§20-1095.04 and/or 20-1095.09 by contacting the Consumer Affairs Division of the A.D.O.I., toll free phone number 1-800-325-2548.

COLORADO: Section J., Obligations, is amended by adding the following:

Obligations under this Contract are guaranteed by reimbursement insurance policy issued by Lyndon Southern Insurance Company, 10151 Deerwood Park Blvd., Bldg. 100, Ste. 500, Jacksonville, FL 32256, Tel: (800) 888-2738.

CONNECTICUT: The following disclosure is added to this Contract:

If the Vehicle is in repair at the time this Contract expires, the expiration date will be automatically extended until the repair is complete.

Section H., Cancellation, item 1. is amended by adding the following:

You may cancel this Contract any time, including if You return the Vehicle or if the Vehicle is sold, lost, stolen, or destroyed.

Section J., Obligations, is amended by adding the following:

You may file a claim with Lyndon Southern Insurance Company, 10151 Deerwood Park Blvd., Bldg. 100, Ste. 500, Jacksonville, FL 32256, Tel: (800) 888-2738, if We fail to perform according to the terms of this Contract.

Section K., Arbitration, is amended by adding the following:

If We are unable to resolve any disputes with You regarding this Contract, You may file a written complaint with the State of Connecticut Insurance Department, P.O. Box 816, Hartford, Connecticut 06142-0816, Attention: Consumer Affairs. The written complaint must contain a description of the dispute, the purchase price of the Vehicle, the cost to repair the Vehicle, and a copy of this Contract.

GEORGIA: Section F., Exclusions, items 1., 7., 8., 16., and 20., are deleted and replaced with the following:

- 1. ANY LOSS, DAMAGE, OR EXPENSE CAUSED BY ACCIDENT(S) AND/OR ALTERATIONS/MODIFICATIONS TO THE VEHICLE MADE BY YOU OR WITH YOUR KNOWLEDGE NOT AUTHORIZED BY ITS MANUFACTURER.**
- 7. COSTS OR EXPENSES IF THE UNIT HAS BEEN ABUSED OR NEGLECTED, OR ANY PART OF IT HAS BEEN SUBJECT TO ALTERATION OR ACCIDENT, OR FOR ANY ACCIDENTAL LOSS OR DAMAGE RESULTING FROM ROAD HAZARDS, COLLISION OR UPSET, FALLING MISSILES OR OBJECTS, FIRE SMOKE, OR SOOT, THEFT, ARSON, EXPLOSION, LIGHTNING, EARTHQUAKE, WINDSTORM, ICE, HAIL, WATER OR WATER INTRUSION, SUBMERSION, FLOOD, FREEZING OR ICE DAMAGE, CONTACT WITH A BIRD OR ANIMAL, BROKEN GLASS, DETONATION, PRE-IGNITION, CARBON OR CONTAMINATION OF ANY KIND, DISCHARGE OF A NUCLEAR WEAPON, CORROSION, RUST, ELECTROLYSIS, DETERIORATION DUE TO THE PASSAGE OF TIME, CONDENSATION, REVERSE POLARITY, FAILURE OR LOOSENING OF**

NUTS, FASTENERS, OR BOLTS, MALICIOUS MISCHIEF, VANDALISM, RIOT OR CIVIL COMMOTION, WAR, INSURRECTION, REBELLION, OR REVOLUTION, DAMAGE TO THE ENGINE BLOCK OR CYLINDER HEADS CAUSED BY OVERHEATING, FREEZING, OR WARPAGE, THROW OUT BEARING, CLUTCH ENGAGEMENT ARM AND PIVOT, CLUTCH DISC, AND PRESSURE PLATE, BATTERY CASE AND MOUNTING HARDWARE, PLUG-IN CABLE, TRICKLE CHARGER CABLE, PCV VALVES, FLEX PLATES, FLY WHEELS, CARPET, ASH TRAYS, CUP HOLDERS, OR IF THE UNIT IS A TOTAL LOSS, HAS BEEN REPOSSESSED, OR IS THE SUBJECT OF A REPOSSESSION ACTION, OR FROM ANY OTHER CAUSE WHATSOEVER EXCEPT AS OUTLINED IN THIS CONTRACT.

- 8. **ANY BREAKDOWN CAUSED BY CONTAMINATION, OVERHEATING, THE LACK OF COOLANTS/LUBRICANTS, OR RESTRICTED OIL FLOW.**
- 16. **ANY PRE-EXISTING MECHANICAL PROBLEMS THAT EXISTED PRIOR TO THE EFFECTIVE DATE OF THIS CONTRACT AND WERE KNOWN TO YOU OR CONSEQUENTIAL DAMAGES THAT RESULT FROM THE FAILURE OF A NON-COVERED COMPONENT.**
- 20. **IF THE UNIT HAS AN ODOMETER, COSTS OR EXPENSES IF THE UNIT'S ODOMETER BREAKS 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 TAMPED WITH, DISCONNECTED, OR ALTERED IN ANY WAY WHILE OWNED BY YOU SUBSEQUENT TO THE EFFECTIVE DATE OF THIS CONTRACT.**

Section H., Cancellation, item 2. is deleted and replaced with the following:

- 2. **CANCELLATION BY US:** We may cancel this Contract based on one or more of the following reasons: (a) non-payment of the Enrollment Fee, Monthly Payment, and/or Inspection Fee; (b) a material misrepresentation made by You; or (c) fraud by You relating to the Vehicle or its use. If We cancel this Contract for any other reason other than non-payment of the Enrollment Fee, Monthly Payment, and/or Inspection Fee, We will mail You written notice of cancellation prior to the effective date of cancellation. If We cancel this Contract, We will provide any refund due on or before the effective date of cancellation. All cancellations shall be in accordance with O.C.G.A. § 33-24-1. A 10 day written notice of cancellation will be mailed to You at Your last known address, if cancellation is for non-payment of policy premium.

Section K., Arbitration, is deleted in its entirety.

HAWAII: Section H., Cancellation, item 1. is amended by adding the following:

- 1. **CANCELLATION BY YOU:** The right to cancel this Contract in the first 7 days and receive a full refund only applies to the original purchaser and is non-transferable. If We do not provide Your applicable refund within 45 days of the effective date of cancellation, a 10% penalty per month will be added to the amount of the refund.

IDAHO: The following disclosure is added to this Contract:

Coverage afforded under this Contract is not guaranteed by the Idaho Insurance Guaranty Association.

INDIANA: The following disclosure is added to this Contract:

This Contract is not insurance and is not subject to Indiana Insurance law.

IOWA: The following disclosure is added to this Contract:

You may contact the Iowa Commissioner of Insurance at 601 Locust St., 4th Floor, Des Moines, IA 50319.

Section H., Cancellation, item 1. is amended by adding the following:

- 1. **CANCELLATION BY YOU:** The right to cancel this Contract in the first 7 days and receive a full refund only applies to the original purchaser and is non-transferable. If We do not provide Your applicable refund within 45 days of the effective date of cancellation, a 10% penalty per month will be added to the amount of the refund.

KENTUCKY: The definition of Breakdown is deleted and replaced with the following:

BREAKDOWN: The failure of any original or like replacement part covered by this Contract to perform its intended function(s) in normal service, providing it has received all scheduled maintenance as recommended by the manufacturer in the Owners Manual. Breakdown does not include the gradual reduction in operating performance caused by Wear and Tear.

LOUISIANA: The Notice To Consumer provision on the Registration Page is amended to delete the following:

This Contract is not an insurance policy, a Warranty, or a guarantee.

MAINE: Section H., Cancellation, items 1. and 2. are amended by adding the following:

- 1. **CANCELLATION BY YOU:** The right to cancel this Contract in the first 7 days and receive a full refund only applies to the original purchaser and is non-transferable. If We do not provide Your applicable refund within 45 days of the effective date of cancellation, a 10% penalty per month will be added to the amount of the refund.
- 2. **CANCELLATION BY US:** If We cancel this Contract, We will mail written notice to you at least 15 day prior to the effective date of cancellation stating the date and reason for cancellation.

MARYLAND: The following disclosure is added to this Contract:

If the Vehicle is in repair at the time the Contract expires, the expiration date will be automatically extended until the repair is complete. If We fail to perform as outlined in this Contract prior to the expiration of this Contract, this Contract will not terminate and the expiration date shall be extended until obligations are complete pursuant to the terms and conditions of this Contract.

Section H., Cancellation, item 1. is amended by adding the following:

- 1. **CANCELLATION BY YOU:** The right to cancel this Contract in the first 7 days and receive a full refund only applies to the original purchaser and is non-transferable. If We do not provide Your applicable refund within 45 days of the effective date of cancellation, a 10% penalty per month will be added to the amount of the refund.

Section J., Obligations, is deleted and replaced with the following:

Obligations under this Contract are insured under an insurance policy issued by Lyndon Southern Insurance Company, 10151 Deerwood Park Blvd., Bldg. 100, Ste. 500, Jacksonville, FL 32256. In the event the Obligor fails to pay any claim or make any refund or consideration due within 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.

MASSACHUSETTS: The following disclosure is added to this Contract:

NOTICE TO YOU: PURCHASE OF THIS CONTRACT IS NOT REQUIRED IN ORDER TO REGISTER OR FINANCE YOUR VEHICLE. THE BENEFITS PROVIDED UNDER THIS CONTRACT MAY DUPLICATE EXPRESS MANUFACTURER'S OR SELLER'S WARRANTIES THAT COME AUTOMATICALLY WITH EVERY SALE. THE SELLER OF THIS CONTRACT IS REQUIRED TO INFORM YOU OF ANY WARRANTIES AVAILABLE TO YOU WITHOUT THIS CONTRACT.

Section H., Cancellation, item 1. is amended by adding the following:

- 1. **CANCELLATION BY YOU:** The right to cancel this Contract in the first 7 days and receive a full refund only applies to the original purchaser and is non-transferable. If We do not provide Your applicable refund within 45 days of the effective date of cancellation, a 10% penalty per month will be added to the amount of the refund.

MINNESOTA: Section H., Cancellation, item 1. and 2. are amended by adding the following:

- 1. **CANCELLATION BY YOU:** The right to cancel this Contract in the first 7 days and receive a full refund only applies to the original purchaser and is non-transferable. If We do not provide Your applicable refund within 45 days of the effective date of cancellation, a 10% penalty per month will be added to the amount of the refund.

2. **CANCELLATION BY US:** If We cancel this Contract for any reason listed, We will mail written notice to you at least 5 days prior to the effective date of cancellation stating the date and reason for cancellation. If We cancel this Contract for any other reason, We will mail written notice to you at least 15 days prior to the effective date of cancellation stating the date and reason for cancellation.

MISSISSIPPI: Section H., Cancellation, item 1. and 2. are amended by adding the following:

1. **CANCELLATION BY YOU:** The right to cancel this Contract in the first 7 days and receive a full refund only applies to the original purchaser and is non-transferable. If We do not provide Your applicable refund within 45 days of the effective date of cancellation, a 10% penalty per month will be added to the amount of the refund.
2. **CANCELLATION BY US:** If We cancel this Contract for non-payment, We will mail written notice to you at least 10 days prior to the effective date of cancellation stating the date and reason for cancellation. If We cancel this Contract for any other reason, We will mail written notice to you at least 30 days prior to the effective date of cancellation stating the date and reason for cancellation.

MISSOURI: Section H., Cancellation, item 1. is amended by adding the following:

1. **CANCELLATION BY YOU:** The right to cancel this Contract in the first 7 days and receive a full refund only applies to the original purchaser and is non-transferable. If We do not provide Your applicable refund within 45 days of the effective date of cancellation, a 10% penalty per month will be added to the amount of the refund.

NEVADA: The following disclosures are added to this Contract:

If You are not satisfied with the manner We handle a claim, You may contact the Nevada Division of Insurance toll-free at (888) 872-3234. This Contract is non-renewable.

Section H., Cancellation, item 1. is amended by adding the following:

1. **CANCELLATION BY YOU:** The right to cancel this Contract in the first 7 days and receive a full refund only applies to the original purchaser and is non-transferable. If We do not provide Your applicable refund within 45 days of the effective date of cancellation, a 10% penalty per month will be added to the amount of the refund.

Section H., Cancellation, item 2. is deleted replaced with the following:

2. **CANCELLATION BY US:** We may cancel this Contract for any reason within the first 7 days of the Effective Date. After this Contract has been in effect for at least 7 days, We may only cancel this Contract on one of the following grounds, and We will not charge a cancellation fee: (a) failure by You to pay the Enrollment Fee, Monthly Payment, and/or Inspection Fee; (b) Your conviction of a crime which results in an increase in the service required under this Contract; (c) fraud or material misrepresentation by You in presenting a Claim; (d) Your act or omission or violation of any condition of this Contract, which occurred after the Effective Date of this Contract and substantially and materially increases the service required under this Contract; or (e) a material change in the nature or extent of the required service or repair which causes the required service or repair to be substantially and materially increased beyond that contemplated at the time that this Contract was sold. If We cancel this Contract, We will mail You a written notice of cancellation at least 15 days prior to the effective date of cancellation.

NEW HAMPSHIRE: The following disclosure is added to this Contract:

In the event that You do not receive satisfaction under this Contract, You may contact the New Hampshire Insurance Department at 21 South Fruit Street, Suite 14, Concord, NH 03301, 1-800-852-3416.

NEW JERSEY: Section H., Cancellation, items 1. and 2. are amended by adding the following:

1. **CANCELLATION BY YOU:** The right to cancel this Contract in the first 7 days and receive a full refund only applies to the original purchaser and is non-transferable. If We do not provide Your applicable refund within 45 days of the effective date of cancellation, a 10% penalty per month will be added to the amount of the refund.
2. **CANCELLATION BY US:** If We cancel this Contract for any reason other than non-payment of the Enrollment Fee, Monthly Payment, and/or Inspection Fee, a material misrepresentation made by You, or a substantial breach of duties by You relating to the Vehicle or its use, We will mail written notice of cancellation to You at least 15 days before the cancellation date stating the cancellation date and reason for cancellation.

NEW MEXICO: Section H., Cancellation, item 1. is amended by adding the following:

1. **CANCELLATION BY YOU:** The right to cancel this Contract in the first 7 days and receive a full refund only applies to the original purchaser and is non-transferable. If We do not provide Your applicable refund within 45 days of the effective date of cancellation, a 10% penalty per month will be added to the amount of the refund.

Section H., Cancellation, item 2. is deleted replaced with the following:

2. **CANCELLATION BY US:** We may cancel this Contract for any reason within the first 70 days of the effective date. After this Contract has been in effect for at least 70 days, We may only cancel this Contract on one of the following grounds, and We will not charge a cancellation fee: (a) failure by You to pay the Enrollment Fee, Monthly Payment, and/or Inspection Fee; (b) Your conviction of a crime which results in an increase in the service required under this Contract; (c) fraud or material misrepresentation by You in presenting a Claim; (d) Your act or omission or violation of any condition of this Contract, which occurred after the effective date of this Contract and substantially and materially increases the service required under this Contract; or (e) a material change in the nature or extent of the required service or repair which causes the required service or repair to be substantially and materially increased beyond that contemplated at the time that this Contract was sold. If We cancel this Contract, We will mail You a written notice of cancellation at least 15 days prior to the effective date of cancellation.

NEW YORK: Section H., Cancellation, items 1. and 2. are amended by adding the following:

1. **CANCELLATION BY YOU:** The right to cancel this Contract in the first 7 days and receive a full refund only applies to the original purchaser and is non-transferable. If We do not provide Your applicable refund within 30 days of the effective date of cancellation, a 10% penalty per month will be added to the amount of the refund.
2. **CANCELLATION BY US:** If We cancel this Contract, We will mail written notice to You at Your last known address stating the date and reason for cancellation at least 15 days prior to the effective date of cancellation. Written notice is not required, if We cancel for non-payment of the Enrollment Fee, Monthly Payment, and/or Inspection Fee, a material misrepresentation, or a substantial breach of duties by You relating to the use of Your Vehicle.

OKLAHOMA: The following disclosures are added to this Contract:

This is not an insurance contract. Coverage afforded under this Contract is not guaranteed by the Oklahoma Insurance Guaranty Association. Our service warranty association license number is 44201497.

Roadside Assistance is administered by Quest Towing Services, LLC, 106 West Tolles Dr., St. John, MI 48879. 877-821-5304.

OREGON: Section K., Arbitration, is amended by adding the following:

Arbitration is not mandatory and is not binding unless You and We agree to be so bound in a separate agreement. Any arbitration under this Contract will take place in the county and state where You reside or any other place agreed to in writing by You and Us, and will be in accordance with Oregon Law.

SOUTH CAROLINA: The following disclosure is added to this Contract:

In the event of a dispute between You and Us regarding this Contract, You may contact the South Carolina Department of Insurance, Capitol Center, 1201 Main Street, Suite 1000, Columbus, South Carolina 29201 or 1-800-768-3467.

Section H., Cancellation, items 1. and 2. are amended by adding the following:

- CANCELLATION BY YOU:** The right to cancel this Contract in the first 7 days and receive a full refund only applies to the original purchaser and is non-transferable. If We do not provide Your applicable refund within 45 days of the effective date of cancellation, a 10% penalty per month will be added to the amount of the refund.
- CANCELLATION BY US:** If We cancel this Contract for any reason other than non-payment of the Enrollment Fee, Monthly Payment, and/or Inspection Fee, a material misrepresentation made by You, or a substantial breach of duties by You relating to the Vehicle or its use, We will mail written notice of cancellation to You at least 5 days before the cancellation date stating the cancellation date and reason for cancellation.

TEXAS: Section H., Cancellation, items 1. and 2. are amended by adding the following:

- CANCELLATION BY YOU:** The right to cancel this Contract in the first 7 days and receive a full refund, less any paid or pending claims only applies to the original purchaser and is non-transferable. If We do not provide Your refund within 45 days of the effective date of cancellation a 10% per month penalty will be added to Your refund.
- CANCELLATION BY US:** If We cancel this Contract for any reason other than non-payment of the Enrollment Fee, Monthly Payment, and/or Inspection Fee, a material misrepresentation made by You, or a substantial breach of duties by You relating to the Vehicle or its use, We will mail written notice of cancellation to You at least 5 days before the cancellation date stating the cancellation date and reason for cancellation.

Section J., Obligations, is deleted and replaced with the following:

Obligations under this Benefit Program are insured under an Insurance Policy issued by Lyndon Southern Insurance Company, 10151 Deerwood Park Blvd., Bldg. 100, Ste. 500, Jacksonville, FL 32256. In the event We cease to operate, are bankrupt or Your claim is not paid within 45 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: 1-800-888-2738.

UTAH: The following disclosure is added to this Contract:

This Contract is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department. Coverage under this Contract is not guaranteed by the Property and Casualty Guarantee Association.

The Registration Page is amended by adding the following:

If We do not provide, reimburse, or pay for a service on any claim under this Contract within 60 days after you provide proof of loss, or if We become insolvent or otherwise financially impaired, You may file a claim directly with Lyndon Southern Insurance Company for reimbursement, payment, or provision of the service.

Section G., How To Make a Claim, is amended by adding the following:

Failure to give any notice or file any proof of loss within the time specified will invalidate a claim made by You, unless You show that it was not reasonably possible to give the notice or file the proof of loss within the prescribed time and that notice was given or proof of loss filed as soon as reasonably possible.

Section H., Cancellation, item 2., is amended by adding the following:

If We cancel this Contract, We will mail written notice of cancellation to You at least 5 days before the cancellation date stating the cancellation date and reason for cancellation. If We cancel this Contract for non-payment of the Enrollment Fee, Monthly Payment, and/or Inspection Fee, the cancellation is effective no sooner than 10 days after delivery or first class mailing of a written notice to You.

Section K., Arbitration, is deleted and replaced with the following:

Arbitration is only required if the claim in controversy exceeds the jurisdictional minimum of the small claims court of the state where the action would be brought and resolution by a small claims court, leaving jurisdiction is not precluded. 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 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 MAY BE ENTERED AS A JUDGMENT IN ANY COURT OF PROPER JURISDICTION. You and We will each pay 50% of the fee required to begin arbitration. Any arbitration will be held in the county in which You maintain Your permanent residence.

VIRGINIA: The following disclosure is added to this Contract:

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

WASHINGTON: The following disclosures are added to this Contract:

The commissioner is the Contract provider's attorney to receive service of legal process in any action, suit, or proceedings in any court. The State of Washington is the jurisdiction for any civil action in connection with this Contract.

This Contract will not provide coverage for any pre-existing or for any damage occurring before Coverage takes effect or prior to the Purchase Date, or if the information provided by You for the repair facility cannot be verified as accurate or is found to be deceptively inaccurate.

This Contract allows for binding arbitration proceedings to be held at a location in closest proximity to the Your permanent residence.

The implied warranty of merchantability on the Vehicle is not waived if this Contract has been purchased within 90 days of the purchase date of the Vehicle from a provider or service contract seller who also sold the Vehicle covered by this Contract.

By initialing and signing this Contract, You acknowledge that you have reviewed with the Dealer all product coverage sub-sections of this Contract which disclose the Term of this Contract, What Your Contract Covers, Your Responsibilities, Limits of Liability, Exclusions, How To Make a Claim, Cancellation and Transfer conditions.

Customer Initials

Section H., Cancellation, item 2., is amended by adding the following:

- CANCELLATION BY US:** If We cancel this Contract for any reason other than non-payment of the Enrollment Fee, Monthly Payment, and/or Inspection Fee, We will mail you written notice stating the reason for cancellation prior to cancellation and We will refund You 100% of the Enrollment Fee, Monthly Payment, and/or Inspection Fee. If this Contract is cancelled for non-payment of the Enrollment Fee, Monthly Payment, and/or Inspection Fee, no refund will be due to You.

Section J. Obligations is deleted and replaced with the following:

Our obligations under this Contract are insured under an insurance policy issued by Lyndon Southern Insurance Company 10151 Deerwood Park Blvd., Bldg. 100, Ste. 500, Jacksonville, FL 32256, Tel: (800) 888-2738. You are entitled to apply directly to Lyndon Southern Insurance Company for a refund, payment, or performance due. The policy number for the service contract reimbursement policy issued by Lyndon Southern Insurance Company is WAAXM.

Section K. Arbitration is deleted in its entirety.

WISCONSIN: The following disclosures are added to this Contract:

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

Section D., Your Responsibilities, Subrogation, is deleted and replaced with the following:

SUBROGATION: If You have rights to recover all or part of any payment We have made under this Contract, then those rights are transferred to Us and You must not do anything to impair them. This includes any right You may have arising out of any voluntary or mandatory recall campaign, as well as out of any order, judgment, consent decree, or other settlement. You will execute and deliver instruments and papers and do whatever is necessary to secure such rights. Further, after You have been made whole all amounts recovered by You for which You have received benefits under this Contract will belong to, and be paid to, Us, up to the amount of the benefits paid under this Contract.

Section H., Cancellation, items 1. and 2. are amended by adding the following:

- 1. CANCELLATION BY YOU:** The right to cancel this Contract in the first 7 days and receive a full refund, less any paid or pending claims only applies to the original purchaser and is non-transferable. If We do not provide Your refund within 45 days of the effective date of cancellation a 10% per month penalty will be added to Your refund.
- 2. CANCELLATION BY US:** If We cancel this Contract, We will mail written notice of cancellation to You at Your last known address at least 5 days before the cancellation date stating the cancellation date and reason for cancellation.

Section K., Arbitration, is amended by adding the following:

Arbitration cannot be an absolute dispute remedy and both parties must agree to arbitration.

WYOMING: Section H., Cancellation, item 1. and 2. are amended by adding the following:

- 1. CANCELLATION BY YOU:** The right to cancel this Contract in the first 7 days and receive a full refund, less any paid or pending claims only applies to the original purchaser and is non-transferable. If We do not provide Your refund within 45 days of the effective date of cancellation a 10% per month penalty will be added to Your refund.
- 2. CANCELLATION BY US:** If We cancel this Contract for any reason other than non-payment of the Equipment Fee, Monthly Payment, and/or Inspection Fee, a material misrepresentation made by You, or a substantial breach of duties by You relating to the Vehicle or its use, We will mail written notice of cancellation to Your last known address at least 10 days before the cancellation date stating the effective date and reason for cancellation.

Section K., Arbitration, is amended by adding the following:

Arbitration is not mandatory and is not binding unless You and We agree to be so bound in a separate agreement. Any arbitration will take place in Wyoming.

SAMPLE