



## GOLD STANDARD AUTOMOTIVE NETWORK LIMITED SERVICE AGREEMENT TERMS & CONDITIONS

Page 1 (Declarations Page) through 4 of this form constitute **Your** Limited Service Agreement (hereinafter referred to as "Agreement"). Upon **Your** payment of the "Agreement Purchase Price" listed on the Declarations Page and subject to all the terms and conditions of this Agreement, **You** and **We** agree to the terms of the Agreement.

### SECTION 1 – DEFINITIONS

(The following defined terms whether bold or capitalized throughout this Agreement have the following meanings)

**Administrator / Obligor "We," "Us" or "Our":** Auto Knight Motor Club, Inc. 43100 Cook Street, Suite 200 Palm Desert, CA 92211. Tel: (855) 321-6121]. In the states of Florida, Louisiana and Oklahoma, the Obligor is Lyndon Southern Insurance Company (FL License #03698), located at 10151 Deerwood Park Blvd., Bldg. 100, Ste. 500, Jacksonville, FL 32256 (800) 888-2738.

**Agreement:** This Limited Service Agreement is an agreement between **You** and **Us**.

**Commercial Use:** Excludes use of **Your** vehicle for a business in any manner including, without limitation, taxi, police car or other emergency vehicle, hauling, construction (other than driving to and from work), pick-up and delivery service, daily rentals, carry passengers for hire, snowplowing and company pool use or business travel when the vehicle is used by more than one driver.

**Dealer/Seller:** The retail seller of this Agreement to **You** for the covered **Vehicle** described on the Declarations Page.

**Repair Facility:** A repair facility licensed to perform repairs and is approved by **Us**.

**Repairs or Services:** Refers to those types of services as described in this Agreement under Section 3.

**Select Vehicles:** Any vehicle that is a 4X4, All Wheel Drive, Luxury, SUV, Truck or Diesel.

**Vehicle or Covered Vehicle:** The **Vehicle** described on the Declarations Page under COVERED VEHICLE INFORMATION.

**You or Your:** The **Agreement Holder** identified on the Declarations Page under CUSTOMER INFORMATION.

**Reimbursement:** To receive reimbursement for covered services **You** must submit to the **Administrator** the paid invoice that must include **Your** name, VIN, current Miles at the time of service, parts and labor and a description of the work. Handwritten receipts are not accepted, **You** have 180 days to be eligible for reimbursement.

### SECTION 2 - INSURANCE STATEMENT

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

In California, 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](http://www.insurance.ca.gov)).

In Georgia, **Our** obligations under this Agreement 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 Wisconsin, **Our** obligations under this Agreement are backed by the full faith and credit of Auto Knight Motor Club, Inc. 10151 Deerwood Park Blvd., Bldg. 100, Ste. 500, Jacksonville, FL 32256, (800) 451-0459.

In New York and Rhode Island, **Our** obligations under this Agreement are insured under an insurance policy issued by Atlantic Specialty Insurance Company, 605 North Highway 169, Suite 800, Plymouth, MN 55441, Tel: (800) 888-2738.

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 Lyndon Southern Insurance Company, Insurance Company of the South, or Atlantic Specialty Insurance Company. To do so, please call the following toll-free number for instructions: (800) 888-2738.

### SECTION 3 - COVERAGE – SERVICE DEFINITIONS & VEHICLE ELIGIBILITY

**Eligible Vehicles Include:** All passenger cars, light duty trucks and SUV's sold by an authorized Gold Standard Automotive Network Dealer/Seller. No model year or mileage restrictions.

**All terms include the following maintenance benefits during the term:**

1. OIL CHANGES: Up to 5.5 quarts (max. 3 oil changes per year) to a maximum of \$28 per oil change. If synthetic, blends, diesels, V-8's or **Select Vehicles** \$40 will be paid up to 5.5 quarts (max. 3 oil changes per year).
2. BRAKES PADS/SHOES: \$70 for Autos or \$125 for **Select Vehicles** toward the replacement of brake pads/shoes. (A labor charge may apply)
3. BATTERY: The **ADMINISTRATOR** will pay \$90.00 toward a FAILED Battery once during the life of the Agreement (installation charge may apply).
4. COOLING SYSTEM MAINTENANCE & LUBE: Drain/refill, pressure check, inspect hoses, belts, clamps, & lube chassis. We will pay up to \$50.00.
5. HAND HELD COMPUTER ENGINE DIAGNOSTIC & ALIGNMENT CHECK: **Administrator** will pay \$40.00 total, \$20.00 respectively (each). **EXCLUDED:** We do not cover this cost when needed due to mechanical issues.
6. SAFETY INSPECTIONS: Where state required up to \$50.00 paid
7. TIRE ROTATION: Up to \$30.00 paid towards an annual tire rotation.
8. WIPER BLADE: replacement of one set of front wiper blades. Maximum 1 use per agreement term up to \$18.00 paid.
9. DISCOUNT ON MFG 30,000, 60,000 and 90,000 services: \$20.00 on 30,000, \$40.00 on 60,000 and \$60.00 on 90,000; **Your Covered Vehicle** must be within 3,000 miles of the manufacturer's recommended inspection intervals to qualify for this benefit.

**EMERGENCY ROADSIDE ASSISTANCE:** In the event **Your Vehicle** is disabled, call 1-855-321-6121, **We** will dispatch a service vehicle to **Your** location to assist **You**. All emergency roadside assistance benefits are available to **You** up to the seventy-five dollars (\$75.00) per occurrence benefit limit without any additional payments. **Agreement Holders** are responsible for any non-covered expenses over the per occurrence limit. Each **Covered Vehicle** will be permitted an aggregate (total) of three (3) covered occurrences per year. **You** are entitled to one (1) service call for a covered occurrence per seventy-two (72) hours. When calling for roadside assistance service, **You** must call 1-855-321-6121. **You** will be required to give the representative assisting **You** the following information: **Your Agreement** number on the top right of the Declarations Page). The following service(s) are covered emergency roadside assistance benefits, subject to the seventy-five dollars (\$75.00) per occurrence limitation and the aggregate covered occurrences limitation: Towing Assistance –When towing is necessary, the disabled **Covered Vehicle** will be towed up to twenty-five (25) (unloaded/loaded) miles to the nearest qualified service facility or location of **Your** choosing. Any additional mileage will be **Your** responsibility and payment will be expected at the time service is rendered. Battery Service –If a battery failure occurs, a jump start will be applied to start the **Covered Vehicle**. Flat Tire Assistance –Service consists of the removal of the **Covered Vehicle's** flat tire and its replacement with the inflated spare tire; if no spare is available, **Vehicle** will be towed to nearest service facility (under the limits of the towing

benefit). Emergency Fluid Delivery Service –An emergency supply of up to three (3) gallons of gasoline, oil, fluid and water will be delivered to the Covered Vehicle if the Covered Vehicle is in an immediate need. You must pay for the fuel or other fluid when it is delivered. Lock-Out Assistance –If Your keys are locked inside the Covered Vehicle, We will provide for assistance gaining entry to the Vehicle. Emergency Roadside Assistance benefits are provided by Auto Knight Motor Club, Inc.

**EMERGENCY ROADSIDE ASSISTANCE TERMS AND CONDITIONS:** Agreement Holder must be with the Covered Vehicle when the service provider arrives, as they cannot service an unattended vehicle; You will be charged a service fee for any unattended service attempts. Service provided must be a covered benefit under the terms and conditions of this Agreement. Reimbursement: In the event that Administrator is unable to provide service and You contracted for any of the above covered services on Your own, You will be able to submit Your original receipted road service expenses for reimbursement consideration. Maximum for any covered services is strictly limited to seventy-five dollars (\$75.00). You must send your original receipted roadside bills along with a letter of explanation to: Administrator: Auto Knight Motor Club, Inc., 43100 Cook Street, Suite 200, Palm Desert, CA 92211. Note: Any service obtained through any source other than Administrator must be authorized by Administrator prior to obtaining service.

**THE FOLLOWING ITEMS ARE NOT INCLUDED AS EMERGENCY ROADSIDE ASSISTANCE BENEFITS:**(i) Coverage shall not be provided in the event of emergencies resulting from the use of intoxicants or narcotics, or the use of the Covered Vehicle in the commission of a felony. (ii) Cost of parts, replacement keys, additional labor relating to towing, or the cost of installation of products. Non-emergency towing or another non-emergency service. (iii) Any service available through a valid manufacturer's warranty or service. Non-emergency mounting or removing of snow tires or chains or shoveling snow from around a Vehicle. (iv) Tire Repair, Extrication or Winching. (v) Any and all taxes or fines. Damage or disablement due to fire, flood or vandalism. (vi) Towing from or repair work performed at a service station, garage or repair shop. Towing by other than a licensed service station or garage; vehicle storage charges; a second tow, or other benefit related to the same occurrence. (vii) Service on a Vehicle that is not in a safe condition to be towed or serviced that may result in damage to the Vehicle if towed or serviced. (viii) Towing at the direction of a law enforcement officer relating to traffic obstruction, impoundment, abandonment, illegal parking, or other violations of law. (ix) Repeated service calls for a Covered Vehicle in need of routine maintenance or repair. **THIS IS NOT A ROADSIDE ASSISTANCE REIMBURSEMENT SERVICE.**

#### **SECTION 4 –SURCHARGES**

##### **Optional Surcharges:**

**HI-LINE MAINTENANCE:** If You selected and purchased the Hi-Line Maintenance package your coverage limits change to: Oil Changes up to \$80.00 will be paid, Brake Pads/Shoes up to \$200.00 will be paid, Battery up to \$150.00 will be paid, Cooling System Maintenance up to \$100.00 will be paid, Wiper Blades up to \$40.00 will be paid.

#### **SECTION 5 - PRIVACY POLICY**

**PRIVACY POLICY:** By providing an e-mail address, You consent to receive e-mail communication concerning Your account. Administrator will not share any information received from Agreement Holders except to those companies directly related to Gold Standard Automotive Network products and services.

#### **SECTION 6 – CANCELLATION**

**Maintenance Agreements are a none cancellable product unless mandated by your specific state**

#### **SECTION 7 – ARBITRATION**

It is understood and agreed that the transaction evidenced by this Agreement takes place in and substantially affects interstate commerce. All disputes between the parties are subject to binding arbitration, including disputes concerning the arbitrability of disputes, disputes related to the making or administration of this Agreement, disputes regarding recovery of any claim or refund under this Agreement, and disputes arising out of or relating in any way to the sale or marketing of this Agreement. The parties agree to attempt to resolve any dispute through informal negotiation. The parties agree to contact each other about a dispute before initiating any legal action. If the parties are unable to resolve any dispute through informal negotiations, the parties agree to submit all disputes to arbitration under the Commercial Arbitration Rules of the American Arbitration Association (AAA) in effect at the time the dispute arises. All preliminary issues of arbitrability of any dispute will be decided by the arbitrator.

1. The arbitration shall take place in Your County of residence unless another location is mutually agreed upon by the parties. The arbitration shall take place before a single arbitrator selected in accordance with the Commercial Arbitration Rules of the AAA. AAA rules and forms will be obtained, and all claims shall be filed at [www.adr.org](http://www.adr.org) or at any AAA office.
2. The cost of the arbitration proceeding, including the filing fee, shall be borne by Us. Each party must bear the cost of its own attorneys, experts, witness fees, and other arbitration-related expenses.
3. It is understood and agreed that the arbitration shall be binding upon the parties. The parties acknowledge that they are waiving their right to seek remedies in court, including the right to a jury trial. **YOU UNDERSTAND THAT YOU ARE AGREEING THAT IF A DISPUTE ARISES BETWEEN YOU AND US, YOU WILL NOT SUE US IN COURT, YOU ARE ENTITLED TO A JURY TRIAL ON ANY CLAIMS ARISING IN RELATION TO THIS AGREEMENT, AND THAT AN ARBITRATOR WILL RESOLVE ANY DIFFERENCES THAT MAY ARISE BETWEEN YOU AND US.** 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. You agree not to participate as a representative or member of any class of claimants proceeding against Us in a judicial forum or in an arbitral forum. 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.
4. All limitation periods that would otherwise be applicable shall apply to any arbitration proceedings.

**If any portion of this Arbitration provision is deemed invalid or unenforceable, the remaining portions of this Arbitration provision shall nevertheless remain valid and in force. If there is a conflict or inconsistency between this Arbitration provision and the other provisions of this Agreement or any prior Agreement, this Arbitration provision shall govern. This provision shall be governed by the Federal Arbitration Act. ARBITRATION does not apply in the following states: AR, D.C., GA, MD, MS, NV and WY.**



# Key/Remote Replacement Plus

Agreement #

**Administrative Office**  
**Auto Knight Motor Club, Inc.**  
**43100 Cook Street, Suite 200**  
**Palm Desert, CA 92211**  
**Tel: 800-451-0459**

**24/7 Roadside Assistance**  
**Windshield Protection**  
**Dent Protection**

## DECLARATIONS PAGE

### SECTION 1 – VEHICLE INFORMATION

YEAR	MAKE	MODEL	NEW <input type="checkbox"/>	USED <input type="checkbox"/>	AGREEMENT PURCHASE DATE
VEHICLE IDENTIFICATION NUMBER (VIN)		CURRENT MILEAGE	VEHICLE PURCHASE PRICE		AGREEMENT PURCHASE PRICE
Program: <input type="checkbox"/> Standard <input type="checkbox"/> Luxury					
Agreement Term: Expiration: This Agreement ends when the months indicated in the selected term end. <input type="checkbox"/> 12 Months <input type="checkbox"/> 24 Months <input type="checkbox"/> 36 Months <input type="checkbox"/> 48 Months <input type="checkbox"/> 60 Months					
Number of Keys/Remotes at Time of Vehicle Delivery <input type="checkbox"/> Used vehicles require one (1) set of Keys/Remotes at time of delivery. New vehicles require two (2) sets Keys/Remotes at time of delivery.					

### SECTION 2 – CUSTOMER INFORMATION

NAME (LAST)	(FIRST)	(MI)	PHONE	
ADDRESS	CITY	STATE	ZIP	E-MAIL ADDRESS

### SECTION 3 – DEALER/SELLER INFORMATION

NAME	PHONE		
ADDRESS	CITY	STATE	ZIP

### SECTION 4 – LIENHOLDER INFORMATION

NAME	ADDRESS	CITY	STATE	ZIP
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The Agreement that You are purchasing is between You and Administrator/Obligor. You will be notified by the Administrator if the Agreement is ineligible for coverage. You (the undersigned) have reviewed the terms of this Agreement and understand the coverage, exclusions and maintenance requirements shown on the coverage pages. This Agreement is based on information You provided on this information page. Additionally, I certify that I have received a minimum of one (1) set of keys for a used vehicle and two (2) sets of keys for a new vehicle at the time of purchase.

Customer Signature

Purchase Date

Dealer / Seller Representative – Signature

Washington Residents Only: By initialing this box, You acknowledge You have reviewed with the Dealer/Seller the section of this Agreement titled: COVERAGE – SERVICE DEFINITIONS, TERMS AND CONDITIONS, EXCLUSIONS, CANCELLATION AND TRANSFER OF THIS AGREEMENT. The implied warranty of merchantability on the Vehicle is not waived if this Agreement has been purchased within ninety (90) days of the sale of the Vehicle from the Dealer/Seller.

AUTHORIZATION IS REQUIRED FROM THE ADMINISTRATOR PRIOR TO THE REPAIR OR REPLACEMENT OF COVERED COMPONENTS.

FOR ROADSIDE ASSISTANCE OR CLAIMS: TOLL FREE NUMBER: [(800) 451-0459]

This is not a vehicle liability insurance contract. This is not an automobile physical damage insurance contract.

White: Customer Copy    Canary: Administrator Copy    Pink: Dealer Copy    Goldenrod: Lienholder Copy

## I. DEFINITIONS

**ADMINISTRATOR/OBLIGOR ("WE", "US", "OUR"):** Auto Knight Motor Club, Inc. 43100 Cook Street, Suite 200, Palm Desert, CA 92211 who is the Administrator/Obligor to this Agreement.

**COMMERCIAL USE:** Includes use of Your vehicle for a business in any manner including, without limitation, taxi, police car or other emergency vehicle, hauling, construction (other than driving to and from work), pick-up and delivery service, daily rentals, carry passengers for hire, snowplowing and company pool use or business travel when the vehicle is used by more than one driver.

**COST:** The retail market value for parts and labor necessary to repair covered parts. Replacement of any covered part may be made with new, remanufactured, rebuilt or like, kind and quality at the time of Repairs at the discretion of the Administrator. Parts and labor will be reimbursed up to manufacturer's suggested list price. Labor time will be reimbursed using nationally recognized labor time standards.

**DEALER/SELLER:** The retail seller of this Agreement to You for the Covered Vehicle described on the Declarations Page in SECTION 1-VEHICLE INFORMATION.

**DEDUCTIBLE:** This Agreement has a \$0 deductible per occurrence.

**AGREEMENT:** This Agreement is a contract between You and Us.

**PRE-EXISTING CONDITIONS:** A condition that occurred before Your purchase of this Agreement that would have been obvious and apparent if the Vehicle had been inspected at the time of purchase.

**REPAIRS OR SERVICES:** Refers to those types of services as described in this Agreement under SECTION III. – COVERAGE-SERVICE DEFINITIONS.

**VEHICLE OR COVERED VEHICLE:** The Vehicle described on the Declarations Page under SECTION 1-VEHICLE INFORMATION.

**WARRANTY:** Any warranty of the manufacturer or any other warranty.

**YOU OR YOUR:** The purchaser of this Agreement identified on the Declarations Page under SECTION 2-CUSTOMER INFORMATION.

## II. INSURANCE STATEMENT

Except in California, Georgia, New York, Rhode Island and Wisconsin, performance to You under this Agreement is guaranteed through a policy of Insurance issued by Lyndon Southern Insurance Company 10151 Deerwood Park Blvd., Bldg. 100, Ste. 500, Jacksonville, FL 32256, Tel: (800) 888-2738.

In California, 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](http://www.insurance.ca.gov)).

In Georgia, Our obligations under this Agreement 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 Wisconsin, Our obligations under this Agreement are backed by the full faith and credit of Auto Knight Motor Club, Inc. 43100 Cook Street, Suite 200, Palm Desert, CA 92211, (800) 451-0459.

In New York and Rhode Island, Our obligations under this Agreement are insured under an insurance policy issued by Atlantic Specialty Insurance Company, 605 North Highway 169, Suite 800, Plymouth, MN 55441, Tel: (800) 888-2738. 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 Lyndon Southern Insurance Company, Insurance Company of the South, or Atlantic Specialty Insurance Company. To do so, please call the following toll-free number for instructions: (800) 888-2738.

## III. COVERAGE – SERVICE DEFINITIONS

The Services provided herein do not include normal wear and tear. You agree and acknowledge that such conditions may occur and are acceptable. Authorization is required from the Administrator PRIOR to the Repair or Replacement of Covered Components.

**KEY/REMOTE REPLACEMENT:** If the Standard Program is selected and in the event Your key/remote is lost, stolen or becomes inoperable We will pay for replacement key/remote in the amount of, not to exceed, [four hundred dollars (\$400)] per year. If the Luxury program is selected and in the event Your key/remote is lost, stolen or becomes inoperable We will pay for replacement key/remote in the amount of, not to exceed, [eight hundred dollars (\$800)] per year. IMPORTANT NOTE: for the safety and security of the vehicle owner, all keys and/or remotes that are reported lost, stolen or destroyed must be reprogrammed by the dealer prior to replacement. To obtain key/remote replacement benefits under this Agreement: (1) All claims must be reported to Us as soon as reasonably possible by calling [(800) 451-0459]. (2) If You are within a [twenty-five (25)] mile radius of the originating Dealer/Seller, You must contact the Dealer/Seller to determine if they can provide a replacement key/remote and programming. If Dealer/Seller is unable to provide key/remote replacement, You must call Us [(800) 451-0459] for prior approval before replacing the key/remote at any appropriate franchised dealer. (3) All non-working keys/remotes must be made available to the Dealer/Seller for inspection. (4) The originating Dealer/Seller must fax a copy of the original repair order to Us for final payment. The originating Dealer/Seller will be paid as soon as an appropriate repair order is received by Us from the originating Dealer/Seller. You are not responsible for any out-of-pocket expense other than costs in excess of the yearly limit of [four hundred dollars (\$400)] for Standard programs or [eight hundred dollars (\$800)] for Luxury programs. We are solely agreeing to pay the replacement cost for eligible keys/remotes under the terms, conditions and limitations set forth in this Agreement. We shall not provide any keys/remotes ourselves. Further, We do not in any way warrant or guarantee, whether express or implied, any replacement key/remote obtained by You and/or paid for under this Agreement.

**ROADSIDE ASSISTANCE:** During the Agreement Term, Emergency Roadside assistance is available to you twenty four (24) hours a day, every day of the year. You will only have to pay for any non-covered expenses or covered costs in excess of Your [seventy-five dollar (\$75)] per occurrence maximum. Service must be a covered Repair or Service under this Agreement and is available only for the Vehicle registered as part of this Agreement. Your twenty four (24) hour roadside assistance service begins on the Agreement Purchase Date shown on the Declarations Page and terminates on the expiration of this Agreement. All of the services provided are described herein and are applicable throughout the United States, Alaska, Hawaii and Canada. Only [one (1)] disablement for the same service type during any seven (7) day period will be accepted. All benefits are subject to the limitations contained in SECTION V - EXCLUSIONS.

1. All roadside assistance benefits are provided by Auto Knight Motor Club, Inc., 43100 Cook Street, Suite 200, Palm Desert, CA 92211.



2. This is not a reimbursement program. You must contact Auto Knight Motor Club, Inc. first to dispatch services. In the event that roadside assistance service is not obtainable through Auto Knight Motor Club, Inc., You will receive a refund of payment made by You according to the coverage limits outlined herein.
3. You have the right to file a complaint by submitting a written complaint to Auto Knight Motor Club, Inc. Customer Care Department at: 43100 Cook Street, Suite 200, Palm Desert, CA 92211, or contacting a representative by calling (800) 451-0459.

For service contact the TOLL-FREE NUMBER [(800) 451-0459] and a service vehicle will be dispatched to Your assistance. Important: Please be with Your Vehicle when the service provider arrives, as they cannot service an unattended vehicle. The following are covered emergencies, subject to a [seventy-five dollar (\$75)] per occurrence limit:

- Towing Assistance - When towing is necessary, Your Covered Vehicle will be towed to the closest licensed service facility or to any other location requested [(up to 25 miles)].
- Flat Tire Assistance - Service consists of the removal of the flat tire and its replacement with Your good spare tire.
- Fuel, Oil, Fluid and Water Delivery Service - An emergency supply of [three (3)] gallons of fuel, oil, fluid and water will be delivered if You are in immediate need. You must pay for the fuel or other fluid when it is delivered.
- Lock-out Assistance – If Your keys are locked inside the Covered Vehicle, assistance will be provided to gain entry into the Covered Vehicle.
- Battery Assistance – If battery failure occurs, a jump start will be provided to start Your Vehicle.

PAINTLESS DENT REPAIR (PDR): PDR is a process developed by automobile manufacturing production teams that use specialized hand tools to permanently remove minor dents without affecting the existing paint finish, but does not include services that involve the replacement of vehicle body panels or sanding, bonding or repainting. During the Agreement Term, We agree to cover the cost to repair dents on all exterior painted sheet metal body panels of the Vehicle that are repairable through existing PDR techniques.

WINDSHIELD REPAIR: During the Agreement term, We agree to cover the cost of repairs to the front windshield ONLY of minor chips and cracks caused from propelled rocks or other road hazard debris such as wood debris, metal parts, plastic or composite scraps or any other propelled object. NOTE: this covers only minor repairable chips and cracks. Stress cracks or cracks over six (6) inches are not covered. You must call (800) 451-0459 PRIOR to repair.

#### IV. TERMS AND CONDITIONS

This Agreement is subject to the following terms and conditions. No alterations, changes or waivers of provisions may be made to this Agreement. The benefits available under this Agreement strictly provided to You for repairs to the Vehicle.

ARBITRATION: You agree that all individual, class action or other claims arising from or relating to this Agreement, whether in contract, tort, pursuant to statute, regulation, in equity or otherwise, are subject, at Your, Our, or the Administrator's election, to neutral binding arbitration.

IF YOU HAVE OTHER COVERAGE: If You have any other coverage, We will pay only the amount in excess of that coverage, subject to the limits of this Agreement.

LIMITATION OF LIABILITY: This Agreement is for the sole benefit of You (the purchaser named on the Declarations Page) and applies only to the Vehicle. In no event shall the Administrator be liable for any direct, indirect, punitive, special, incidental, consequential damages or any damages arising out of or connected with the repairs performed under this Agreement. The total of all benefits paid or payable under this Agreement shall not exceed the purchase price of the Vehicle. In no event will Our liability for an individual repair visit exceed the average retail value of the Vehicle as stated in the current online National Automobile Dealer Association (NADA) pricing guide immediately prior to the breakdown.

AGREEMENT PERIOD: The Agreement term begins on the Agreement Purchase Date and expires on the passing of the number of months selected.

NOTICE TO CONSUMERS: Purchase of this Agreement is not required to purchase or finance a vehicle. The benefits provided may duplicate express manufacturer or seller's warranties that come automatically with every sale. You may be required by Us or the Dealer/Seller of this coverage to pursue those warranties, which are available to You without this Agreement. The terms of this written Agreement control the Agreement between Us. No change or modification to the written terms is valid. This Agreement is based on information You provided on the Declarations Page. Misrepresentation on the Declarations Page will result in rejection of this Agreement. If a provision of this Agreement is or becomes illegal, invalid or unenforceable in any jurisdiction, that shall not affect the validity or enforceability in that jurisdiction of any other provision of this Agreement. The parties hereto agree that for purposes of litigation the venue shall be in the appropriate judicial district in the State of California.

SUBROGATION: If You receive benefits under this Agreement and You have a right to recover from another party including, without limitation, any manufacturer, insurance company or service Agreement provider who may be responsible to You for Costs, Repairs or Services under this Agreement, Your rights to recover automatically become Our rights to recover. If We ask, You agree to cooperate with Us in any matter concerning this Agreement or, to enforce Our rights.

WHEN AND WHERE YOU ARE COVERED: You are covered during the Agreement term. This Agreement applies only to repairs occurring within the continental United States of America, Alaska, Hawaii and Canada.

#### V. EXCLUSIONS

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 resulting from the failure of any parts of Your Vehicle, the Replacement of which are covered under the terms and conditions of this Agreement; (2) You rent Your Vehicle to someone else; (3) Your Vehicle is used for Commercial Use; (4) Your Vehicle is used for snow plowing, competition or speed events; (5) Your Vehicle is modified from the Manufacturer's original specifications regardless of who or when the modifications were made; (6) For fraudulent representations to obtain this Agreement or when presenting a request for Repair under this Agreement; (7) Any damage that occurs outside the United States, Alaska, Hawaii or Canada and (8) All exotic vehicles, including, but not limited to: Alfa Romeo, Alpina, Ascari, Avanti, Bugatti Noble, Pagani, Panoz, Saleen, Spyker, TVR, Daewoo, Bentley, Lamborghini, Lotus, Maserati, Ferrari, Rolls Royce. Agreements received for such vehicle classes will be rejected.

EMERGENCY ROADSIDE BENEFIT EXCLUSIONS: The following are not covered under the Emergency Roadside Assistance: (1) Cost of parts, fluids, lubricants, or cost of fuel, material, additional labor relating to towing, or the cost of installation of products; (2) Non-emergency mounting or

removing of any tires, snow tires, off-road tires, or similar items; Tire Repair at any location other than a roadside disablement site; Trucks over one and a half ton capacity; Service for any vehicles in tow; Any and all fines; Damage or disablement due to fire, flood or vandalism; Extrication and Winching; (3) Towing from, service or repair work performed at a service station, garage or repair shop; Service on a vehicle that is not in a safe condition to be towed; (4) Non-emergency towing or other non-emergency service; Impound towing or towing by other than an authorized service provider; vehicle storage charges; a second tow for the same disablement; Towing or service on roads not regularly maintained, such as sand beaches, open fields, forests, and areas designated as not passable due to construction, etc.; (5) Towing at the direction of a law enforcement officer relating to traffic obstruction, impoundment, abandonment, illegal parking, or other violations of law. Coverage shall not be provided in the event of emergencies resulting from the use of intoxicants or narcotics, or the use of the Covered Vehicle in the commission of a felony; (6) Repeated service calls for a Covered Vehicle in need of routine maintenance or repair. Only one disablement for the same service type during any seven (7) day period will be accepted. Service secured through any other source other than this program.

**PAINTLESS DENT REPAIR EXCLUSIONS:** The following are not covered under the PDR Repairs (1) Dents or Damage occurring prior to or after the Agreement Term; (2) Damage caused by hail or other weather related damage; (3) Dents not accessible with PDR tools located on the hood, roof, trunk lid, body lines or edges of an auto body panel of the vehicle; (4) Dents previously repaired using methods of body fillers and repainting; (5) Non-Factory installed services or equipment that have changed the vehicle's original body and/or eliminated access to a location for the dent repair technician to complete the PDR repair process; (6) Dents or creases that are larger than two (2) inches (2") in length/diameter or have sharply indented the metal and impede the metal from returning to its original shape; (7) Dents not repairable using PDR Techniques.

**WINDSHIELD REPAIR EXCLUSIONS:** The following are not covered under the Windshield Repair: (1) Damage from collisions, impact, fire, vandalism, hail, acts of abuse, intentional acts, misuse, negligence, acts which would cause abnormal discoloration or deterioration; (2) Damage from hail, flood, wind, lightning or weather related hazards; (3) Factory Defects; (4) Damage not expressly covered under this Agreement, otherwise covered in the Vehicle manufacturer's warranty, or when the manufacturer, by public announcement, legal action, settlement, technical service advisory or recall, established its responsibilities for any manufacturer's defect; (5) A chip or crack greater than six (6) inches in diameter, length, width or total size; (6) A used, commercial or otherwise ineligible Vehicle; (7) Damage resulting from war, invasions, civil war, insurrection, rebellion or revolution, nuclear radiation or radioactive contamination, or any act of terrorism; (8) Damage from wear and tear; Pre-Existing Conditions; (9) Damage caused by alterations, acids, harsh or corrosive chemicals.

**WE EXPRESSLY DISCLAIM ANY WARRANTY OF MERCHANTABILITY OR WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE UNDER THIS AGREEMENT**

**VI. CANCELLATION AND TRANSFER OF THIS AGREEMENT**

In the event the Covered Vehicle is repossessed, declared a total loss, or You give notice of cancellation, the Agreement shall terminate.

**CANCELLATION BY YOU:** You will be entitled to a full refund of the Agreement Purchase Price, if: (1) You provide a written notice of cancellation to the Dealer/Seller or Administrator within the first thirty (30) days after the Agreement Purchase Date; and (2) We have not paid out a claim under this Agreement. If You provide a written notice of cancellation to the Dealer/Seller or Administrator after the first thirty (30) days from the Agreement Purchase Date, or if We or the Lienholder cancel this Agreement at any time, You will be entitled to a pro-rated refund of the Agreement Price based on the greater of the number of days the Agreement was in force or the miles driven compared to the total time in the Agreement, less a cancellation fee equal to the lesser of fifty dollars (\$50) or ten percent (10%) of the amount of the pro-rated refund, and the amount of claims paid under this Agreement. The written notice of cancellation under this provision must include a signed and notarized odometer statement. In the event of a cancellation, the Lienholder, if any, will be named on the refund check, and in the event of a cancellation upon repossession, the sole payee. Important: Any claim incurred or paid will be deducted from the amount of the cancellation refund.

**CANCELLATION BY US:** We may only cancel this Agreement for non-payment, material misrepresentation, or fraud by You. If We cancel this Agreement, notice outlining the specific nature of reason for cancellation will be mailed to You and the validity of the Agreement will cease no more than five (5) days from the postmark date of such notice. If We cancel for non-payment, You will receive a refund within thirty (30) days of the date of cancellation. If We cancel for material misrepresentation or fraud, You will receive a pro-rata refund of the purchase price on the Agreement within thirty (30) days of the date of cancellation. We are liable for any claim reported if the claim is reported and approved prior to the effective date of cancellation and is covered by the Agreement. In the event of a cancellation, the Lienholder, if any, will be named on the refund check and, in the event of a cancellation upon repossession, the sole payee.

**TRANSFER:** In the event that You sell the Vehicle, this Agreement shall terminate. You may apply for a transfer to the new owner. Within thirty (30) days from the date of sale to a private party (non-commercial party) submit the following: (1) A check for a [one hundred dollar (\$100)] transfer fee payable to Auto Knight Motor Club, Inc.; (2) A copy of the Declarations Page of this Agreement; (3) A signed affidavit stating the date of sale, the mileage at sale and the new owner's name, address and telephone number. The Agreement may not be assigned separately from the Vehicle, nor can it be assigned to a New or Used Car Dealership or anyone other than an individual person that purchased Your Vehicle. This Agreement may only be transferred once. **IMPORTANT:** This Agreement is not transferable to a dealer or entity in the business of selling, trading or leasing vehicles in any event.

**VII. STATE REQUIREMENTS AND DISCLOSURES**

**ALABAMA:** A twenty-five dollar (\$25) cancellation fee is applicable. The CANCELLATION section is amended as follows: If You are the original Agreement Holder and You cancel this Agreement within thirty (30) days of the original Agreement Purchase Date, a ten percent (10%) penalty per month shall be added to a refund that is not made within forty-five (45) days of this Agreement to Us. The lienholder, if any, will be named on a cancellation refund check as their interest may appear.

**ALASKA:** CANCELLATION section is amended as follows: We will retain a cancellation fee of seven and one half percent (7.5%) of the unearned pro rata Agreement Purchase Price, not to exceed twenty-five dollars (\$25); to be based on the days in force, as related to Your Agreement's term.

**ARIZONA:** Nothing in this section prevents, limits, or waives Your rights to file a complaint against Us, Auto Knight Motor Club, Inc., or seek remedy available thereto, with the Arizona Department of Insurance. CANCELLATION section is amended as follows: A twenty-five dollar (\$25) cancellation fee

is applicable. You may cancel this Agreement by submitting a written request to the Dealer/Seller containing a copy of Your Agreement and the current mileage on Your Vehicle. During the first thirty (30) days from the Agreement Purchase Date, We or the Dealer/Seller will refund You one hundred percent (100%) of the Agreement Purchase Price with no deductions for any claims or pending claims. After the first thirty (30) days from the Agreement Purchase Date, We or the Dealer/Seller will refund You a pro-rated amount of the Agreement Purchase Price, based on the lesser of the months or miles remaining, less a twenty-five dollar (\$25) cancellation fee. We may not cancel or void this Agreement or any provisions of this Agreement due to (1) Our acts or omissions in failing to provide correct information or to perform services or repairs in a timely, competent, and workmanlike manner, (2) prior use or unlawful acts relating to the covered tire/wheels, (3) Our misrepresentation, and (4) ineligibility of the tire or wheels for coverage under the program.

**CALIFORNIA:** KEY/REMOTE REPLACEMENT section is amended as follows: In the event Your key/remote becomes inoperable necessitated by an operational or structural failure to a defect in materials or workmanship, or due to normal wear and tear, We will pay for replacement key/remote in the amount of, not to exceed, [four hundred dollars (\$400)] for Standard programs and [eight hundred dollars (\$800)] per year for Luxury programs. **IMPORTANT NOTE:** for the safety and security of the vehicle owner, all keys and/or remotes must be reprogrammed by the dealer prior to replacement. To obtain key/remote replacement benefits under this Agreement: (1) All claims must be reported to Us as soon as reasonably possible by calling [(800) 451-0459]. (2) If You are within a [twenty-five (25)] mile radius of the originating Dealer/Seller, You must contact the Dealer/Seller to determine if they can provide a replacement key/remote and programming. If Dealer/Seller is unable to provide key/remote replacement, You must call Us [(800) 451-0459] for prior approval before replacing the key/remote at any appropriate franchised dealer. (3) All non-working keys/remotes must be made available to the Dealer/Seller for inspection. (4) The originating Dealer/Seller must fax a copy of the original repair order to Us for final payment. The originating Dealer/Seller will be paid as soon as an appropriate repair order is received by Us from the originating Dealer/Seller. You are not responsible for any out-of-pocket expense other than costs in excess of the yearly limit of [four hundred dollars (\$400)] for Standard programs and [eight hundred dollars (\$800)] for Luxury programs. We are solely agreeing to pay the replacement cost for eligible keys/remotes under the terms, conditions and limitations set forth in this Agreement. We shall not provide any keys/remotes ourselves. Further, We do not in any way warrant or guarantee, whether express or implied, any replacement key/remote obtained by You and/or paid for under this Agreement.

**PRE-EXISTING CONDITIONS** section is amended as follows: a condition that existed prior to the purchase of the agreement If You are not satisfied with the insurance company's response, You may contact the California Department of Insurance at (800) 927-4357 or access the department's Internet Web site ([www.insurance.ca.gov](http://www.insurance.ca.gov)).

**CANCELLATION** section is amended as follows: You may cancel this Agreement by submitting a written request to the 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 either ten percent (10%) of the Agreement Purchase Price or twenty-five dollars (\$25), whichever is less.

We may cancel this Agreement during the first sixty (60) days of the Agreement Purchase Date under the following conditions:

1. Notice of cancellation is mailed to You postmarked before the 61<sup>st</sup> day after the Agreement Purchase Date;
2. We or the Dealer will refund You one hundred percent (100%) of the Agreement Purchase Price, less any claims paid by Us;
3. This Agreement ceases to be valid no less than five (5) days after the postmark date of the notice; and
4. The notice states the specific grounds for the cancellation.

We may at any time cancel this Agreement for non-payment by You, conditioned upon each of the following:

1. Notice of cancellation is mailed to You;
2. If any refund is owed pursuant to Section 1794.41 of the Civil Code, the refund is paid within thirty (30) days of the date of cancellation;
3. This Agreement ceases to be valid no less than five (5) days after the postmark date of the notice; and
4. The notice state the specific grounds for the cancellation.

We may at any time cancel this Agreement for material misrepresentation of fraud by You, conditioned upon each of the following:

1. Notice of cancellation is mailed to You;
2. A pro-rata refund of the Agreement Purchase Price is paid within thirty (30) days of the date of cancellation; and
3. The notice states the specific nature of the misrepresentation.

If We cancel this Agreement, We are liable for any claim to Us if the claim is reported prior to the effective date of cancellation, and is covered by this Agreement. A purchaser is deemed to have reported a claim if he or she has completed the first step required under the Agreement for reporting a claim. **ARBITRATION** section is amended as follows: The arbitrators shall not have the power to commit errors of law or legal reasoning, and the award may be vacated or corrected on appeal to a court of competent jurisdiction for any such error. Unless otherwise agreed to by You and Us, the arbitration will take place in the county and state in which You live. The arbitration shall be governed by the California Civil Code (1750 et. seq.) and the California Arbitration Act (1280 et. seq.). The laws of the state of California govern all matters arising out of relating to this Agreement and all transactions contemplated by this Agreement, including, without limitation, the validity, interpretation, construction, performance and enforcement of this Agreement. All fees and costs charged to You under this provisions shall be waived if You are an indigent consumer. "Indigent consumer" means a person having a gross monthly income that is less than 300 percent of the federal poverty guidelines. If You are determined to be an indigent consumer all provisions of California Code of Civil Procedure §1284.3 apply.

**CONNECTICUT:** Unresolved complaints may be addressed to the State of Connecticut, Insurance Department, [P.O. Box 816, Hartford, CT 06142-0816, Attention: Consumer Affairs]. If the warranty period is less than one (1) year, the coverage is automatically extended if the product is being repaired when the warranty expires. **CANCELLATION** section is amended as follows: You may cancel this Agreement at any time for any reason by submitting a written request to the Dealer/Seller containing a copy of Your Agreement.

**GEORGIA:** **ARBITRATION** does not apply in Georgia. **CANCELLATION** section is deleted in its entirety and replaced with the following: We may not cancel this Agreement except for material misrepresentation or fraud at time of sale or non-payment of Agreement Purchase Price. If We cancel this Agreement, We or the Dealer/Seller will refund You one hundred percent (100%) of the Agreement Purchase Price. Written notice of cancellation will be mailed to You at least ten (10) days prior to the cancellation of this Agreement for non-payment of the Agreement Purchase Price.



At least thirty (30) days written notice of cancellation will be mailed to You for all other reasons. Cancellation will comply with Section 33-24-44 of the Georgia Code. Cancellation fee is not applicable. You may cancel this Agreement at any time. 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 cancelled after the first thirty (30) days or a claim has been filed, We will refund the amount of the Agreement Purchase Price according to the pro-rata method reflecting the greater of the days in force or the miles driven. An administrative fee of ten percent (10%) of the pro-rata refund amount will be applied if the Agreement is cancelled by You. If Your Agreement is financed, the lender has the right to receive any portion of the cancellation refund amounts. If Your Vehicle is repossessed, stolen or declared a total loss, You authorize the lender to cancel this Agreement. The lienholder, if any, will be named on a cancellation refund check as their interest may appear.

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

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

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

**IOWA:** Iowa residents only may contact the Iowa Insurance Commissioner at the following address: Iowa Insurance Division, [Two Ruan Center, 601 Locust Street, 4<sup>th</sup> Floor, Des Moines, Iowa 50309-3738 (515) 281-5705]. CANCELLATION section is amended as follows: If You are the original Agreement Holder and You cancel this Agreement within thirty (30) days of the original Agreement Purchase Date, a ten percent (10%) penalty per month shall be added to a refund that is not made within thirty (30) days of return of this Agreement to Us. If We cancel the Agreement, written notice of such cancellation will be mailed to You within fifteen (15) days of the date of cancellation.

**KENTUCKY:** Transfer fee is not applicable. Cancellation fee is not applicable.

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

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

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

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

**MISSISSIPPI:** CANCELLATION section is amended as follows: If We cancel the Agreement, written notice of such cancellation will be mailed to You not less than thirty (30) days prior to the effective date of such cancellation and will state the reason for cancellation; ten (10) days written notice will be mailed to You for non-payment of premium

ARBITRATION does not apply in Mississippi. This Agreement is not supported by a manufacturer or distributor.

**MISSOURI:** CANCELLATION section is amended as follows: If We cancel the Agreement, notice of such cancellation will be delivered to You by registered mail fifteen (15) days prior to cancellation. The applicable free-look time period on this Agreement shall only apply to the original Agreement purchaser. A ten percent (10%) penalty per month shall be added to a refund that is not made within thirty (30) days of return of this Agreement to Us.

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

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

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

or the Dealer/Seller will refund You one hundred percent (100%) of the Agreement Purchase Price. No claims paid on Your Agreement will ever be deducted from any refund issued pursuant to this Agreement in Nevada. If We cancel this Agreement, no cancellation will become effective until at least fifteen (15) days after the notice of cancellation is mailed to You. If Your Agreement is financed, the lender has the right to receive any portion of the cancellation refund amounts. If Your Vehicle is repossessed, stolen or declared a total loss, You authorize the lender to cancel this Agreement. In either case, no cancellation will become effective until at least fifteen (15) days after the notice of cancellation is mailed to You. This Agreement is non-renewable.

Pre-Existing conditions as defined herein are excluded from coverage under this Agreement. This Agreement will not cover any unauthorized or non-manufacturer recommended modification to the covered product, or any damages arising from such unauthorized or non-manufacturer recommended modifications. However, if the covered product is modified or repaired in an unauthorized or non-manufacturer recommended manner, We will not automatically suspend all coverage. Rather, this Agreement will continue to provide any applicable coverage that is not related to the unauthorized or non-manufacturer recommended modification or any damages arising therefrom, unless such coverage is otherwise excluded by the terms of this Agreement.

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

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

**NEW MEXICO:** CANCELLATION section is amended as follows: No Agreement that has been in effect for at least seventy (70) days will be cancelled by Us before the expiration of the agreed term of one (1) year after the Agreement Purchase Date, whichever occurs first, except on any of the following grounds:

1. Your failure to pay an amount when due;
2. You are convicted of a crime that results in an increase in the service required under the Agreement;
3. Discovery of fraud or material misrepresentation by You in obtaining the Agreement or in presenting a claim for service there under; or
4. Discovery of either of the following if it occurred after the Agreement Purchase Date and substantially and materially increased the service required under the Agreement:
  - a. An act or omission by You; or
  - b. Your violation of any condition of the Agreement.

The right to void this Agreement is not transferable and applies to only the original Agreement holder. 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. A ten percent (10%) penalty per month shall be added to a refund that is not made within thirty (30) days of return of this Agreement to Us. The cancellation fee does not apply in New Mexico.

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

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

**OREGON:** ARBITRATION does not apply in Oregon.

**SOUTH CAROLINA:** If You have any questions regarding this Agreement, or a complaint against Us, You may contact the South Carolina Department of Insurance at [P.O. Box 100105, Columbia, SC 29202, (803) 737-6160, info@doi.sc.gov]. CANCELLATION section is amended as follows: A ten percent (10%) penalty per month shall be added to a refund that is not made within forty-five (45) days of return of this Agreement to Us. The lienholder, if any, will be named on a cancellation refund check as their interest may appear.

**TEXAS:** If You have any questions regarding the regulation of this Agreement or a complaint against Us, You may contact the Texas Department of Licensing and Regulation at [920 Colorado, Austin, Texas 78701 or P.O. Box 12157, Austin, Texas 78711, (800) 803-9202]. CANCELLATION section is amended to add the following: A ten percent (10%) penalty per month shall be added to a refund that is not made within forty-five (45) days after return of the Agreement to Us. If a covered claim is not paid within forty-five (45) days after You have filed proof of loss with Us, You may file a claim directly with [Lyndon Southern Insurance Company]. If We cancel this Agreement for any reason other than non-payment of the Agreement Purchase Price or material misrepresentation by You to Us, We shall mail a written notice of cancellation to You at the last known address before the fifth day preceding the effective date of cancellation. The notice will state the effective date of cancellation and the reason for cancellation.

**UTAH:** Coverage afforded under this Agreement is not guaranteed by the Utah Property and Casualty Guaranty Association. This Agreement is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department.

CLAIMS PROCEDURES section is amended as follows: If You fail to give any notice or file any proof of loss required by this Agreement within the time specified in this Agreement, it does not invalidate a claim made by You if You show that it was not reasonably possible to give the notice or file the proof of loss within the prescribed time and that notice was given or proof of loss was filed as soon as reasonably possible.

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

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

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

WASHINGTON: All references to Administrator throughout this Agreement are replaced with Service Provider.

CANCELLATION section is deleted in its entirety and replaced with the following: You may cancel this Agreement by submitting a written request to the Dealer/Seller stating the date upon which the cancellation is effective, and containing a copy of Your Agreement. During the first thirty (30) days from the Agreement Purchase Date, We or the Dealer/Seller will refund You 100% of the Agreement Purchase Price, less any claims paid on Your Agreement. After the first thirty (30) days from the Agreement Purchase Date, We or the Dealer/Seller will refund You a pro-rated amount of the Agreement Purchase Price, based on the months remaining, less a twenty-five dollar (\$25) cancellation fee. If You are the original Agreement Holder and You cancel this Agreement within thirty (30) days of the original Agreement Purchase Date, a ten percent (10%) penalty per month shall be added to a refund that is not made within thirty (30) days of return of this Agreement to Us.

We may cancel this Agreement during the first thirty (30) days for the Agreement Purchase Date for any reason. After thirty (30) days, We may cancel this Agreement non-payment of Agreement Purchase Price by the Dealer/Seller to Us, or for material misrepresentation or fraud at time of sale. If We cancel this Agreement, We or the Dealer/Seller will refund You 100% of the Agreement Purchase Price.

If We cancel this Agreement, We shall mail written notice to You at Your last known address no less than twenty-one (21) days prior to the effective date of the cancellation. The notice shall state the effective date and the reason for cancellation.

If We have notice of a lender and a Discharge of Lien is not provided, any refund will be issued to the lender. If Your Vehicle is repossessed, stolen or declared a total loss, You authorize the lender on the Declarations Page to cancel this Agreement. If cancelled, the Agreement will not be reinstated.

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

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

Section B. GENERAL PROVISIONS is amended as follows: If a covered Claim is not paid within fifteen (15) working days from the agreed upon settlement, You may file a Claim directly with [Lyndon Southern Insurance Company].

WISCONSIN: THIS CONTRACT IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE. CANCELLATION section is deleted in its entirety and replaced with the following: You may cancel this Agreement by submitting a written request to the Dealer/Seller containing a copy of Your Agreement and the current mileage on Your vehicle. During the first thirty (30) days from the Agreement Purchase Date, We or the Dealer/Seller will refund You one hundred percent (100%) of the Agreement Purchase Price, less any claims paid on Your Agreement. After the first thirty (30) days from Agreement Purchase Date, We or the Dealer/Seller will refund You a pro-rated amount of the Agreement Purchase Price, based on the lesser of the months or miles remaining, less a cancellation fee not to exceed the lesser of ten percent (10%) of the Agreement Purchase Price or fifty dollars (\$50). If You are the original Agreement holder and You cancel this Agreement within thirty (30) days of the original Agreement Purchase Date, We, shall pay a ten percent (10%) per month penalty of the refund amount outstanding which We shall add to the amount of the refund that is not made within forty-five (45) days of return of this Agreement to Us.

You may cancel this Agreement at any time in the event of total loss of property covered by this Agreement that is not covered by a replacement of the property pursuant to the terms of the Agreement. We or the Dealer/Seller will refund You a pro-rated amount of the Agreement Purchase Price less any claims paid on Your Agreement.

We may cancel this Agreement for material misrepresentation or fraud at time of sale, substantial breach of duties by the Agreement holder relating to Agreement coverage, or non-payment of Agreement Purchase Price. If We cancel this Agreement, We will provide written notice of cancellation, including the effective date of the cancellation and the actual reason for the cancellation, to the last known mailing address at least five (5) days prior to the effective date of the cancellation. If We cancel this Agreement, We or the Dealer/Seller will refund You one hundred percent (100%) of the Agreement Purchase Price, less any claims paid on Your Agreement.

In the event We do not provide, or reimburse, or pay for a service that is covered under this Agreement within sixty (60) days after You provide proof of loss.

SUBROGATION section is amended as follows: In situations involving subrogation, You will be made whole before We may retain amounts We have recovered.

ARBITRATION does not apply in Wisconsin.

NOTICE TO CONSUMERS section is amended as follows: The parties hereto agree that for purposes of litigation the venue shall be in the appropriate judicial district in the State of Wisconsin.

## Contract Holder Summary:

### Contract Holder

### Contract Holder's Covered Vehicle

<b>Name:</b>			<b>Vehicle Year:</b>
<b>Address:</b>			<b>Vehicle Make:</b>
<b>City:</b>	<b>State:</b>	<b>Zip Code:</b>	<b>Vehicle Model:</b>
			<b>Vehicle VIN:</b>
<b>Home Phone:</b>		<b>Work Phone:</b>	<b>Plan Benefit: 1 Claim Over Term</b>
			<b>Plan Term:</b>
<b>Effective Date: xx/xx/xxxx at 12:01 AM</b>			<b>Expiration Date: xx/xx/xxxx at 12:01 AM</b>
<b>ID. IS Vehicle Identification Number (VIN)</b>			<b>Max ADR Benefit Per Loss is \$500</b>

**Auto Deductible Reimbursement is a complimentary benefit You receive when you purchase the Gold Standard Automotive Network program. As used in this Contract:**

#### 1. DEFINITIONS:

**You, Your** means the named **Contract Holder's** named in the Summary above.

**We, US and Our** means Gold Standard Automotive Network, Inc, P.O. Box 1322, Draper, UT 84020.

**Information Summary** means the key personal information about You, Your Covered Vehicle details, plan type, and plan terms as highlighted in the box above.

**Auto Deductible Reimbursement or "ADR"** means the name of the benefit provided upon compliance with the agreements terms and conditions.

**Deductible** means the amount shown in Your Auto Insurance Policy that is to be deducted from any collision or other than collision (sometimes referred to as "comprehensive" and herein referred to as such) Loss normally shown in the Auto Insurance Policy as the "deductible".

**Auto Insurance** means a policy of insurance issued to You as a named insured of the Covered Vehicle against all risks of direct physical damage.

**Loss** means an accidental physical loss or damage to the **Contract Holder's** Covered Vehicle for which the Auto Insurance company has approved and paid a claim under Your Auto Insurance policy which exceeds Your Auto Insurance Deductible.

**Covered Vehicle** means a non-commercial, four (4) wheel vehicle which is covered by Your Auto Insurance policy with You as the named insured.

#### 2. AUTO DEDUCTIBLE REIMBURSEMENT:

**We** will reimburse the covered **Contract Holder** for a loss to the **Contract Holder's Covered Vehicle** equal to the deductible limit shown on the **Contract Holder's Auto Insurance** policy up to a maximum of \$500.

Auto Deductible Reimbursement does not apply if:

- A. the **Contract Holder** does not maintain in force **Auto Insurance** on the **Contract Holder's Covered Vehicle** at the time of **Loss** occurrence;
- B. the claim the **Contract Holder's Auto Insurance** is not covered or has been denied by the **Contract Holder's Auto Insurance** company;
- C. the **Loss** does not exceed the current **Auto Insurance Deductible** or does not cause a payment to be made by the current **Auto Insurance** carrier to the **Contract Holder** because the **Loss** to the **Contract Holder's Covered Vehicle** does not exceed the current **Auto Insurance Deductible**.
- D. the **Contract Holder's Auto Insurance** company has waived the **Auto Insurance** deductible.

Only one (1) Auto Deductible Reimbursement benefit will be paid per Covered Vehicle and only one (1) claim per Contract Holder. This benefit shall not be combined with any other contract offering a similar benefit or reimbursement.

#### 3. LIMITS:

- A. The most **We** will pay for a **Loss** in any one occurrence is \$500.
- B. **Auto Deductible Reimbursement is not provided, and no benefits are available, to residents of California, Colorado, New York, New Hampshire or Puerto Rico.**

#### 4. LIMITATIONS:

- A. **We** will not pay for **Loss** caused by or resulting from any of the following even if benefits are provided by the **Contract Holder's Auto Insurance** policy:
  - I. Delay, loss of market, loss of use, or any other causes of consequential loss, including (but not limited to) **Losses** arising from loss of time, inconvenience, lost profits or savings or other incidental, special, or consequential damages arising out of the use of or inability to use the **Contract Holder's Covered Vehicle**.
  - II. Intentional or dishonest acts by: **You, the Contract Holder, or anyone else with an interest in Your Contract Holder's Covered Vehicle; Your employees or authorized representatives; whether or not acting alone or in collusion with other persons and whether or not occurring during the hours of employment.**
  - III. Warlike action by military force including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other authority using military personnel or other agents; or
  - IV. Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.

- V. Seizures or destruction of **Contract Holder's Covered Vehicle** by order of governmental authority;
- VI. Any weapon employing atomic fission or fusion; or
- VII. Nuclear reaction or radiation, or radioactive contamination from any other cause.
- VIII. Any **Loss** involving liability or medical payments coverage provided for under the **Contract Holder's Auto Insurance** policy including, but not limited to, personal injury to others, personal injury to others injured on **Your** property or damage to property of others.
- IX. Any **Loss** which occurred if the agreement has been paid to which this complimentary benefit attaches.
- X. Any **Loss** or damage to a non-covered vehicle of any type, or a watercraft, aircraft, manufactured home or other motorized items intended for storage, display, competition or habitation that may be recognized and covered by an auto policy of insurance issued to the **Contract Holder**.

5. **LOSS CONDITIONS:**

A. ABANDONMENT

There can be no abandonment of any property to **Us**.

B. LOSS PAYMENT

**We** will pay or make good any **Loss** covered under this Contract within thirty (30) days after we reach agreement with **You**.

C. DUTIES IN THE EVENT OF LOSS

The **Contract Holder** must see that the following are done in the event of **Loss**:

- I. Give the claims contact a call at (559) 765-4052 who will provide **You** with a notice of the **Loss**.
- II. Within one hundred and eighty (180) days of the original date of **Loss**, damage or **Theft**, **You** must provide the claims contact with a description of how, when the **Loss** occurred;
- III. **You** must keep and produce a record of **Your** payment or settlement received from the insurance carrier on the **Contract Holders Covered Vehicle**, and supply that documentation along with the notice of loss form.
- IV. Send **Us** a signed, sworn proof of the **Loss** containing the information **We** request to settle the claim. This will be inclusive of the following:
  - a. The completed claim form;
  - b. A copy of the **Contract Holder's** auto policy showing the **Covered Vehicle** is insured;
  - c. A copy of the **Contract Holder's** claim form from their auto insurance company showing payment for the **Loss**, with the amount paid and the **deductible** of the Auto Policy.
  - d. Any other documents that the claims contract may reasonably request to validate a claim. This must be sent to T. Hubbard Consulting, 2164 Cromwell Avenue, Clovis CA 93611 and be postmarked within one hundred and eighty (180) days of the original date of loss or within an additional sixty (60) days thereafter for additional settlement items as may be requested by Administrator during the one hundred and eighty (180) day period following the original date of **Loss**, damage or **Theft**;