

Authorization is required from the administrator (801-963-4653) prior to the repair or replacement of covered components. Claims Number (801) 963-4653. For Claims in the state of Florida call: (844) 283-9571 for emergency roadside assistance call: 1-855-321-6121

Gold Standard Automotive Network Service Agreement Terms & Conditions

Page 1 (Declarations Page) through 10 of this form constitute **Your** Service Agreement (here in after 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

Administrator / Obligor "We," "Us" or "Our": Auto Knight Motor Club Inc., 10151 Deerwood Park Blvd., Bldg. 100, Ste. 500, Jacksonville, FL 32256, Tel: (855) 321- 6121. In the state of Florida, Louisiana and Oklahoma the **Obligor** is Lyndon Southern Insurance Company 10151 Deerwood Park Blvd., Bldg. 100, Ste. 500, Jacksonville, FL 32256, Tel: (800) 888-2738. In the state of Florida, LOTSOLUTIONS, INC. an **Administrator** is providing administration on behalf of Lyndon Southern Insurance Company.

Aggregate: The total dollar amount of all pending and paid CLAIMS.

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

Betterments: Repair costs not necessary to correct the covered Mechanical Breakdown, but which are recommended as part of the overall repair are considered Betterments and will not be covered. Charges must not exceed the manufacturers published parts price lists as suggested, and the labor hours must not exceed the published industry standard times to repair or replace the covered part(s) according to ALLDATA software.

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 (Uber/Lyft/Etc.), snowplowing and registered to a business or business travel when the vehicle is used by more than one driver.

Cost: The usual and fair charges 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 and labor rates will be based on usual and customary for the area not to exceed \$100.00 an hour and one-hundred-thirty-five (\$135.00) with franchise automobile dealerships.

Dealer/Seller: The retail seller of this **Agreement** to **You** for the **Covered Vehicle** described on the Declarations Page. The **Dealer/Seller** is not an agent of Gold Standard.

Deductible: This **Agreement** has a \$0 deductible.

Mechanical Breakdown: The failure of a covered part due to faulty workmanship or materials supplied by the original vehicle manufacturer or distributor. A covered part has failed when it can no longer perform the function for which it was designed solely because of its condition and not because of the action, inaction or failure of any non-covered parts.

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 or anything determined by an independent inspection to be pre-existing or any **Mechanical Breakdown** that occurred or began to occur prior to the expiration of the 45 day and 1,200 mile waiting starting date of coverage.

Purchase Date: The date of sale.

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.

Warranty: Any warranty of the manufacturer or any other warranty. This **Agreement** is inclusive of Repairs covered by the manufacturer warranty, manufacturer recall, and factory service bulletins. **You** hereby assign **Us** any rights that **You** have with respect to manufacturer warranties or recalls in relation to COVERED REPAIRS and agree to assist **ADMINISTRATOR** in relation to any such claims. **Gold Standard covers Technical Service Bulletin parts and labor if and when that part becomes non-functional.

You or Your: The **Agreement** Holder identified on the Declarations Page under Customer Information.

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).

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

In the event of a **Mechanical Breakdown** of a covered part, subject to the terms, conditions and limitations herein, **We** agree to make repairs or reimburse **You** for the cost of parts and labor, to repair or replace a covered part. Authorization is required from the **Administrator** PRIOR to the repair or replacement of covered components. **THIS AGREEMENT HAS A FORTY-FIVE (45) DAY 1,200 MILE WAITING PERIOD FROM THE PURCHASE DATE AND ODOMETER READING FOR CURRENT MILEAGE AS INDICATED ON THE DECLARATIONS PAGE UNDER THE COVERED VEHICLE INFORMATION SECTION, UNLESS THE FIRST DAY COVERAGE SURCHARGE HAS BEEN PURCHASED OR AUTOMATICALLY INCLUDED WITH COVERAGE.**

Eligible Vehicles Include: All passenger cars, light duty trucks and SUV's sold by an authorized Gold Standard Automotive Network Outlet.

Reporting of Sale: This **Agreement** must be recorded in **Our** contract system by the **Dealer/Seller** within seventy-two (72) hours of the sale of the **Vehicle** for the **Agreement** to be valid. Any **Agreement** not recorded within seventy-two (72) hours will not be eligible for benefits and **You** will/may receive a full refund from the **Dealer/Seller**.

Only the components listed under the Coverage Plan/**Agreement** Term sections that **You** have chosen (as indicated on the Declarations Page), are covered by this **Agreement**. No other components, systems, or units, are covered by this **Agreement**. Once this **Agreement** is in effect, coverage cannot be upgraded or changed in any way. The coverage is superseded by any manufacturer's warranty.

If You selected 1 or 2 Year Term, Coverage Includes:

1. **Engine:** All internally lubricated parts within the Engine Block including: pistons, piston rings and pins, crankshaft and main bearings, connecting rods and rod bearings, camshaft and bearings, timing chain and/or gears (tensioner and guides excluded) rocker arms, valves, valve springs, seats and guides, valve push rods and lifters. The engine block, cylinder head(s), and rotary housing are covered only when replaced in conjunction with covered repairs. Seals and gaskets, when in conjunction with a covered repair only. There is no electrical component coverage.
2. **Transmission:** All internally lubricated parts found within the Bell Housing of an automatic or manual transmission consisting of but not limited to: gears, input and output shaft, bearings, front pump, planetary assemblies, overdrive housing/carrier and transmission case if malfunction caused by covered parts. Reaction carrier, center support, parking lock actuator, stator and stator shaft, separator plate, pressure regulator valve, springs, governor assembly and valve body. Clutch plate, pressure plate, flywheel, torque converter, release and pilot bearings are NOT covered components. Seals and gaskets, when in conjunction with a covered repair only. No electrical component coverage.
3. **Drive Axle Assembly (All Wheel drive and 4WD units):** Transfer case including gears, drive chain, main shaft, thrust washers/shims and bearings. Differential, front drive shaft, axles, Universal and CV joints, except if boot is damaged and/or missing. Seals and gaskets, when in conjunction with a covered repair only. No electrical component coverage.
4. **Drive Axle Assembly (Front or rear wheel drive units):** Consisting of but not limited to: Drive shaft, ring and pinion gears, pinion bearings, carrier assembly, thrust washers, axle, axle bearings, and limited clutch pack assembly. Universal and CV joints, except if boot is damaged and/or missing. Drive axle house is covered if failure is caused by listed covered lubricated parts. Seal and gaskets, when in conjunction with a covered repair only. No electrical component coverage.
5. **Cooling System:** Water pump and thermostat. No electrical component coverage.
6. **Fuel:** Fuel pump, metal fuel lines and fuel tank. No electrical component coverage.

If You selected the 4 month/4,000-mile term: coverage starts on the date of the Agreement and all mechanical coverage is 50% OF the benefit dollar amount of the 1 year/12,000-mile term, roadside assistance will be provided for 12 months.

If You selected 3, 4 or 5 Year Terms, You receive coverage listed in the 1 and 2-year term in addition to the benefits listed in items 1 through 4 directly below:

1. **Air Conditioning System:** Front dash unit, compressor, condenser, evaporator, accumulator, front blower motor.
2. **Fuel System:** Fuel injectors, diesel injectors, vacuum booster pump, fuel distributor.
3. **Seals and Gaskets:** Within the Engine Block, Transmission bell housing and Transfer case. Excludes Exhaust System Gaskets
4. **Electrical:** Alternator, starter motor, voltage regulator and distributor.

Coverage Limits: Maximum per component: Engine – \$2,400, Cooling System – \$400, Fuel - \$400, Transmission – \$1,600, Drive Axle, Drive Axle Assembly AWD/4WD, Transfer Case/Differential – \$1,200. 3, 4 and 5-year terms also include Air Conditioning System – \$1,000, Fuel System – \$1,600, Seals & Gaskets – \$400, Electrical – \$400. Maximum Aggregate coverage including parts and labor not to exceed \$2,400 per incident or an Aggregate of \$5,000 for the term of the Agreement. The maximum payout at time of repair cannot exceed Rough NADA Trade-In Value.

OPTIONAL SURCHARGES:

- **OPTIONAL Plus Coverage Limits:** If You have selected the optional Plus Coverage on the Declarations Page and paid the appropriate surcharge, the engine, transmission and fuel system maximum payout on 3, 4 or 5-year terms per covered component are changed as follows: Engine –\$3,400; Transmission –\$2,600; Fuel System –\$2,600. Maximum Aggregate coverage including parts and labor not to exceed \$4,000 per incident or an Aggregate of \$7,500 for the term of the Agreement. All other limits and conditions remain the same. The maximum payout at time of repair cannot exceed ACV (actual cash value) of the vehicle per Rough NADA Trade-In Value.
- **OPTIONAL Turbo/Supercharger Coverage Limits:** If You have selected the optional Turbo/Supercharger Coverage on the Declarations Page and paid the appropriate surcharge, the maximum payout on 3, 4 or 5-year terms for turbo/supercharger, wastegate or the control module will be up to \$1,000 to repair or replace the turbo and/or supercharger. All other limits and conditions remain the same. The maximum payout at time of repair cannot exceed ACV (actual cash value) of the vehicle per Rough NADA Trade-In Value.
- **OPTIONAL Day One Coverage:** If You have selected the optional Day One Coverage on the Declarations Page and paid the appropriate surcharge, the standard waiting period of forty- five (45) days and 1,200 miles is waived.
- **OPTIONAL Lift Kit:** If You purchase this coverage it extends eligibility to YOUR VEHICLE with a maximum of eight (8) inches of a professionally installed suspension lift and a maximum of four (4) inches of oversized tires larger than the manufacturer's specifications. The option only extends eligibility to the vehicle under the Agreement and does not cover the lift kit or the tires.
- **Optional \$10,000 Single Limit of Liability:** If You have selected this coverage and paid the appropriate surcharge the maximum payout for a covered item is the lesser of \$10,000 or NADA trade in value at the time of claim. This maximum amount can be used for one repair/replacement or combination of covered items, including Bronze and Silver electrical coverage items. Once a component has been replaced or repaired there is no further coverage for that component. The maximum Aggregate cannot exceed \$10,000.
- **OPTIONAL 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 \$38.00 will be paid.
- **OPTIONAL HI-TECH;** Satellite receivers of any type, GPS systems, wireless transmitters, audio visual units or displays, televisions, DVD players, software for any on board electronics, MP3 players, any electronic interfaces.

All terms include the following maintenance benefits during the Agreement 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 Autos, \$125 Select Vehicles toward the replacement of brake pads/shoes. (labor charge may apply)
3. BATTERY: ADMINISTRATOR will replace a failed Battery once per the life of the Agreement term. ADMINISTRATOR will pay \$90.00 towards the replacement.
4. COOLING SYSTEM MAINTENANCE & LUBE: Drain/refill, pressure check, inspect hoses, belts, clamps, & lube chassis. We will pay up to \$50.00.
5. ANNUAL HAND-HELD COMPUTER, ENGINE DIAGNOSTIC, & ALIGNMENT CHECK: ADMINISTRATOR STATE SAFETY INSPECTION: Where state required up to \$50.00 paid.
6. TIRE ROTATION: Up to \$30.00 paid towards an annual tire rotation.
7. WIPER BLADE: replacement of one set of front wiper blades. Maximum 1 use per agreement term up to \$18.00 paid.
8. Discount on Manufacturers 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.

BRONZE COVERAGE

If You selected Bronze Coverage, on any 3, 4 or 5 Year Term You receive coverage for the GSAN benefits listed in the 3, 4, or 5-year programs above with the benefits listed in items 1 through 10 directly below:

1. **COOLING SYSTEM** - Fan and fan clutch, primary electric fan motor, heater core valve, coolant recovery reservoir and radiator.
2. **AIR CONDITIONING** - Compressor, compressor clutch, clutch coil, clutch bearing, AC dash control and modules, receiver, receiver drier, orifice tube, compressor seals, idler pulley, field coil, expansion valve, pressure cycling switch, inside ambient temperature sensor and accumulator.
3. **STEERING** - Steering gear, rack and pinion, and all internal lubricated parts. Power steering cooler and lines. Power steering pump (electric or engine driven), steering column shaft and couplings, steering box, drag links, idler arm, pitman arm, and tie rod ends.
4. **SUSPENSION** - Front or rear leaf or coil springs, only if broken. Control arms, control arm bushings, upper or lower ball joint, control arm shafts, front or rear wheel bearings, spindles, radius arms and bushings. Stabilizer bar, links and bushings, torsion bars, sway bars and sway links, and hub assembly.
5. **BRAKES** - wheel cylinders, disc brake calipers, proportioning valve, master cylinder, power brake booster.
6. **ELECTRICAL** - front or rear wiper motors (head lamp wiper assemblies are NOT covered), power window motors and regulators, power seat motors, power door lock actuators, starter motor solenoid, horns, neutral safety switch, reverse indicator switch, turn signal switch, washer pumps, ignition igniter and module, coil packs, crankshaft position sensor, head lamp switch, blower motor speed switch, ignition switch and lock cylinder, knock sensor and stop lamp switch.

7. **FUELSYSTEM** – fuel pressure regulator(s), fuel gauge, control valve, fuel injection pump and fuel sending unit.
8. **CRUISE CONTROL** - cruise control switches and actuator.
9. **TRANSMISSION** - Clutch plate, pressure plate, flywheel, torque converter, release and pilot bearings
10. **RENTALCAR** – The Administrator will cover one (1) day of rental for the first four (4) hours of covered labor and 1 day of rental for every 8 hours of covered labor thereafter (as defined in the ALLDATA Software). The **VEHICLE** must be retained overnight at the Repair Facility to qualify for rental coverage. Rental Coverage is not provided for downtime including, but not limited to, waiting for: parts, scheduling for services, inspections or diagnostics. Rental Coverage is also not provided for weekends or holidays. You will be reimbursed up to thirty-five dollars (\$35.00) per day. The total rental coverage cannot exceed two-hundred-twenty-five dollars (\$225.00). Receipts will only be accepted from a licensed rental car agency or repair facility. Call 801-963-GOLD for claims.

LIMITS of LIABILITY- The Aggregate total of paid claims is not to exceed the NADA Clean Retail value of the Vehicle at the time of repair. Repair costs not necessary to correct the covered **Mechanical Breakdown**, but which are recommended as a part of the overall repair are considered “**Betterments**” and will not be covered.

SILVER COVERAGE

If You selected Silver Coverage, You receive coverage as listed in the Bronze Coverage in addition to the benefits listed in items 1 through 6 below:

1. **COOLING** – Fan control module, heater motor, heater control module, heater core, coolant pump for heater, coolant heater solenoid or control valves, radiator heater core, heater control valve, and fan blades.
2. **ELECTRICAL** - Sun roof motors, convertible top motors or actuators, power antenna, power mirrors, power trunk, tailgate, hatch, and side door motors or actuators (including vacuum motors or actuators). Remote door lock receivers, Wiring harnesses, Ignition lock cylinder, all manually operated switches. Driver information gauges. (NOTE: Remote transmitters or key fobs, GPS, Radio, Stereo Units, CD Changers, MP3 players, TV, Disc Players, Satellite Radio, and On Star units are NOT covered).
3. **FUEL**: fuel control module, fuel rails.
4. **BRAKES** - All brake components, including all components of the anti-lock brake system including: wheel cylinders, front or rear calipers, brake springs, pins, and hardware kits, wheel speed sensors (sensors damaged by bad wheel bearings are not covered), brake hoses, brake lines, brake combination or proportioning valves, ABS pump, ABS module, ABS hydraulic unit, ABS hydraulic control unit, ABS accumulator, parking brake actuator. (NOTE: Brake linings, pads, rotors and drums are NOT covered).
5. **Seals and Gaskets**: intake manifold gasket.

Limits of Liability- The Aggregate total of paid claims is not to exceed the NADA Clean Retail value of the Vehicle at the time of repair. Repair costs not necessary to correct the covered **Mechanical Breakdown**, but which are recommended as a part of the overall repair are considered “**Betterments**” and will not be covered.

GOLD “EXCLUSIONARY” – Exclusionary coverage includes all factory installed mechanical or electrical components except those items listed below and in SECTION 5, Exclusions:

EXCEPTIONS TO GOLD COVERAGE:

1. All maintenance related items and the following parts including, but not limited to light bulbs, belts, hoses, filters, lubricants, coolants, sparkplugs, glow-plugs, batteries, brake pads, rotors, drums, system restraint sensors and airbags, all exhaust system components, including the catalytic converter, paint, tires, wheels, and rims, body components, glass/plastic, factory recommended services.
2. Service suggested or required factory warranty recalls or Technical Service Bulletins.
3. Any repair where the component has not broken or failed or which are not worn beyond manufacturer’s service limits.
4. Rust or corrosion damage, body repairs, convertible tops, air or water leaks or damage they cause, squeaks, rattles, sun damage and any weather stripping.
5. On-Star systems, satellite receivers of any type, GPS systems, wireless transmitters, audio visual units or displays, televisions, DVD players, software for any on board electronics, MP3 players, any electronic interfaces. If you purchased the appropriate Hi-Tech Surcharge, these items are covered with exception to the On-Star System.
6. Any item still covered by the manufacturer’s warranty.

Limits of Liability: The Aggregate total of paid claims is not to exceed the NADA Retail value of the Vehicle at the time of repair. Repair costs not necessary to correct the covered **Mechanical Breakdown**, but which are recommended as a part of the overall repair are considered “**Betterments**” and will not be covered.

NEW CAR COVERAGE

If You selected New Car Coverage, You receive coverage as listed in the Gold “Exclusionary” Coverage benefits:

1. **New Car Coverage**: For those that have purchased the new car coverage it ends when Your odometer reaches the Agreement term for total miles.

Administrator does not turn down viable claims due to wear and tear with our Bronze, Silver, Gold and New Car Coverages.

SECTION 4-GENERAL PROVISIONS

The Agreement Holder and Dealer/Seller confirm the satisfactory operating condition of all covered items for this Service Agreement to apply. Agreement Holder must notify Administrator of any **Mechanical Breakdown** prior to any work being done to this Vehicle for approval. Replacement parts can be of like kind and quality. We may include new, re-manufactured or used parts as determined by Administrator. A reduced operating performance due to normal wear and tear is not a **Mechanical Breakdown** and is not covered. You shall be required to document that You followed Your Vehicle manufacturer’s suggested maintenance schedule to remain eligible for **Mechanical Breakdown** benefits.

Maintenance Requirements:

1. Supply properly documented and verifiable receipts showing the vehicle has been maintained to manufacture specifications.
2. Hand written documentation will not be acceptable, and receipts shall be on the commercial service facilities letterhead and include Your Vehicle information as well as the date of the service, service(s) provided and the mileage on Your vehicle at the time of service.

This Agreement is not renewable.

FILING A CLAIM: If Your Vehicle incurs a Mechanical Breakdown You must take the following steps to file a claim.

1. Take Your Vehicle to the nearest ASE Certified Licensed Repair Facility.
2. Your Repair Facility must obtain an authorization number from Administrator prior to the beginning of repair by calling 801-963-4653. Florida Residents must call 844-283-9571.
3. You are responsible for authorizing and paying for any teardown or diagnostic needed to determine if Your Vehicle has a covered **Mechanical Breakdown**.
4. Emergency repairs obtained outside of normal business hours will be authorized and paid by You. The Administrator will determine if it is a covered breakdown, if so, the Administrator will pay in accordance with the terms and conditions of this assistance.
5. To receive reimbursement for repair, please submit the following to the Administrator: (a) authorization number, (b) vehicle mileage at time of repair, (c) date of repair, (d) mechanical complaint, (e) paid itemized invoice including: names, numbers, prices and any express assistance, (f) description of any necessary labor charges, (g) VIN of vehicle, (h) Agreement Holders phone number, name and address of Repair Facility for payment, (i) any additional information as requested by Administrator. Call 801-963-4653 for address. Repairs made outside the U.S. and Canada are not covered. The Agreement Holder may have other rights which vary by state. **Entire Service Agreement**.
6. This Agreement represents the entire Agreement between You and Us. No person has the authority to change this Agreement or to waive any of its provisions. No other written or oral statements apply to this Agreement.
7. **Payment of Claims**- To obtain payment for a covered repair You, or the Repair Facility must submit a legible copy or original repair order to the Administrator. Repair orders must be readable and understandable, and contain the following information: Repair Facility name, address and phone number, Your name, address and phone number, repair diagnosis, parts and labor hours, authorization number, vehicle identification number, vehicle mileage, year, make and model. Authorization number issued by the Administrator must appear on all receipts submitted for reimbursement. No invoices will be processed without a valid authorization number. Once authorization is obtained, and the repair is completed, all repair orders and documentation must be submitted to the Administrator within 180 days to be eligible for payment.

8. **TERMS & CONDITIONS:** Administrator is held harmless for any defective product, faulty replacement, or vehicle damage arising from work provided by the **Repair Facility**. No refunds are given in the event services/products are not used. Additional fee for oil waste disposal may apply. Some dealers may have a labor charge with certain services. Diesels may have additional charges.

SECTION 5 – EXCLUSIONS

We are not responsible for costs or losses created by the following:

1. Any repair or replacement where a failure has not occurred. Minor leaks, seepage, or fluid loss do not constitute a failure;
2. **WHEN REPAIRS ARE PERFORMED WITHOUT THE ADMINISTRATOR'S PRIOR AUTHORIZATION;**
3. Fluids such as engine oil, transmission fluid, anti-freeze and associated filters;
4. Any Vehicle that is modified from the Vehicle manufacturer's original specifications (unless allowed and noted);
5. Vehicles sold for the purpose of repairing an existing problem;
6. Vehicles where the odometer fails, or for any reason does not record actual miles driven after Agreement Purchase Date;
7. Incidental or consequential damages caused by breakdown of components (or otherwise), including property damage, personal injury, inconvenience and loss of vehicle, punitive damages are also expressly excluded;
8. Vehicles and Trucks over one (1) ton;
9. Any loss caused by overheating, freezing, or loss due to improper amounts of fluids and/or lubricants;
10. Any loss caused by collision, neglect, abuse, fire, theft, flood, contamination, fluid intermix, hydro-locked, sludge, corrosion, misuse, acts of god, vandalism, incorrect installations, improper repairs, technician negligence or failure to protect from further damage (continued operation after failure is identified);
11. Any Vehicle where the true and correct mileage on the odometer cannot be readily determined;
12. Preexisting or known mechanical issues prior to this Agreement Purchase Date are not covered;
13. For a breakdown caused by any repairs due to modifications outside the manufacturer's recommendations;
14. Any repairs due to the failure to perform scheduled maintenance suggested by the manufacturer, receipts are required;
15. Diagnostic charges or tax on services rendered (unless otherwise required by state law);
16. Motorcycles, antique vehicles, taxicabs, limousines, or other Commercial Vehicles. Recreational Vehicles (RVs), camping trailers, travel trailers, or any vehicles in tow;
17. Damage due to driving on roads not regularly maintained: sand beaches, open fields, forests, and areas designated as under construction, etc.
18. For a Mechanical Breakdown caused by or involving modifications unless those modifications were performed by a Professional Automotive Repair Facility (E.G. Professionally Installed Lift Kits not to exceed 8" with oversized tires recommended by the Lift Kit Manufacturer); otherwise, vehicles with oversize or undersize tires are not covered are allowable under this Agreement if the mandatory surcharge is selected on the Declarations Page;
19. Service suggested or required factory warranty recalls or Technical Service Bulletins (TSB's);
20. Damage/failure to a covered component caused by a NON-Covered component; and
21. We do not cover Branded/Rebuilt Titled Vehicles unless you have purchased the applicable surcharge as noted in the declaration section of this Agreement

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., 10151 Deerwood Park Blvd., Bldg. 100, Ste. 500, Jacksonville, FL 32256. 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 6- 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 including the Service Center that You chose to do Your repairs.

SECTION 7 - CANCELLATION

You may cancel this Agreement at any time. To cancel, You must submit a written request and return the Agreement to the Administrator. If You cancel this Agreement within thirty (30) days of the Agreement Purchase Date, a 100% refund of the Agreement Purchase Price will be made, less any claims paid (where permitted by state law). 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 greater days in force or miles driven based on the term selected and the date coverage begins, less a seventy-five-dollar (\$75) cancellation fee. All refunds will be paid to the Lienholder, if any, otherwise to You. Where permitted by state law any claim incurred or paid will be deducted from the amount of the cancellation refund. Administrator will cancel a contract effective the date We receive the written request. Cancellation by Us- We may cancel this Agreement for any reason within ninety (90) days of the Agreement Purchase Date or any time with just cause (unless indicated in the State Amendment section), including:

- If there has been a material misrepresentation or fraud;
- If **You** have failed to maintain **Your Vehicle** as prescribed by the manufacturer;
- If **Your Vehicle's** odometer is inoperative, inaccurate, or has been altered;
- If **You** do not pay the **Agreement Purchase Price**
- If **You** use **Your Vehicle** in any manner not covered by this **Agreement**.

If **We** cancel this **Agreement**, **We** will mail **You** written notice prior to cancellation. A pro-rata refund will be calculated based on the greater days in force or the miles driven based on the term selected and the date coverage begins. All refunds will be paid to the Lienholder, if any, otherwise to you. Where permitted by state law any claim incurred or paid will be deducted from the amount of the cancellation refund. **Cancellation By Lienholder** - If this **Agreement** is financed, the Lienholder (shown on the front of the **Agreement**) may cancel the **Agreement** in the event **You** default on **Your** obligation to such Lienholder or in the event **Your Vehicle** is declared a total loss or is repossessed. Any cancellation, expiration or termination of this **Agreement**, including by **You** or **Us**, shall not cancel, expire or terminate the Arbitration Agreement and Class Action Waiver in Section 9 of this **Agreement**, which shall remain in effect (unless **You** opted out of the Arbitration Agreement and Class Action Waiver in a timely and proper manner).

SECTION 8 - TRANSFER

You may transfer this **Agreement** to a private party, provided that:

1. The **Agreement** has not been previously transferred;
2. **Your Vehicle** has not been sold or traded to or through any automobile dealer, auto broker, auto auction or financial institution;
3. **You** provide the new owner all records confirming that maintenance has been completed pursuant to the **Agreement** terms; and
4. **You** submit a completed transfer request form to **Us** within thirty (30) days of an ownership change.

You must include:

- a) An odometer statement for **Your Vehicle** and seventy-five dollars (\$75.00) transfer fee

To transfer this **Agreement** please contact **Us** and **We** will provide **You** with the appropriate transfer form, 801-963-4653. The **Administrator** retains the right to deny a Transfer request.

SECTION 9 – DISPUTE RESOLUTION/ARBITRATION AGREEMENT and CLASS ACTION WAIVER

PLEASE READ THIS DISPUTE RESOLUTION/ARBITRATION AGREEMENT AND CLASS ACTION WAIVER, INCLUDING THE OPT-OUT PROVISION, CAREFULLY TO UNDERSTAND YOUR RIGHTS. IT REQUIRES THAT CLAIMS (AS DEFINED BELOW) BE RESOLVED SOLELY THROUGH BINDING ARBITRATION ON AN INDIVIDUAL BASIS, RATHER THAN BY A JURY OR IN A CLASS ACTION.

Arbitration is a method of resolving any Claim without filing a lawsuit. In this Arbitration Agreement and Class Action Waiver (collectively including all of this section of this **Agreement**), **You**, **We**, and the **Administrator/Obligor** (the "Parties") are agreeing to submit any and all Claims to binding arbitration on an individual basis for resolution. This Arbitration Agreement and Class Action Waiver sets forth the terms and conditions of our agreement to binding arbitration. The Parties agree that any and all claims, disputes and controversies related in any way to this **Agreement**, including but not limited to claims related to the underlying transaction giving rise to this **Agreement**, or claims related to the sale, financing or fulfillment of this **Agreement** (collectively, "Claims"), shall be resolved by final and binding arbitration. "Claims" shall be given the broadest meaning possible and includes, without limitation, Claims arising under contract, tort, statute, regulation, rule, ordinance or other rule of law or equity, and Claims against any of **Our** or the **Administrator's** owners, shareholders, members, affiliates, subsidiaries, divisions, directors, officers, employees, representatives, agents, successors, or assigns. "Claims" does not include a statutory claim for public injunctive relief brought under any California statute enacted for a public reason, provided that **You** are a California resident or that **You** purchased **Your Agreement** in California. In arbitration, Claims are resolved by an arbitrator and not by a judge or jury. **THE PARTIES, INCLUDING YOU, WAIVE ANY RIGHT TO HAVE CLAIMS DECIDED BY A JUDGE OR JURY.** In addition, except as expressly stated in the Class Action Waiver or otherwise expressly stated herein, the arbitrator shall have exclusive authority to decide all issues related to the enforcement, applicability, scope, validity, and interpretation of this Arbitration Agreement, including but not limited to any unconscionability challenge or any other challenge that the Arbitration Agreement is void, voidable or otherwise invalid. Notwithstanding this agreement to arbitrate, each of the Parties retains the right to seek remedies in small claims court to resolve any Claim, on an individual basis, within the jurisdiction of small claims court. **You** acknowledge **Your** understanding that all Parties hereunder are waiving their rights to go to court, except for small claims court, to resolve any Claims arising under or related to this **Agreement**.

The Parties agree and acknowledge that the transaction evidenced by this **Agreement** affects interstate commerce. The Parties further agree that all issues relating to this Arbitration Agreement and Class Action Waiver, including its enforcement, scope, validity, interpretation, and implementation, will be determined pursuant to federal substantive law and the substantive and procedural provisions of the Federal Arbitration Act ("Act"), 9 U.S.C. §§ 1-16. If federal substantive law holds that state law should apply to any issue relating to this Arbitration Agreement and Class Action Waiver, then the law of the state where **You** purchased the **Agreement** shall apply, without regards to conflicts of law.

CLASS ACTION WAIVER. All Claims must be brought solely in an individual capacity, and not as a plaintiff or class member in any purported class action, collective action, representative action, mass action, private attorney general action or action on behalf of the general public, or similar proceeding (any such action is referred to herein as a "Class Action"). **NO CLAIM WILL BE ARBITRATED ON A CLASS ACTION BASIS.** The Parties, including **You**, expressly waive any right or ability to bring, assert, maintain, or participate as a class member in any Class Action in court, arbitration, or any other forum, and the right for anyone to do so on **Your** behalf. The arbitrator may not consolidate more than one person or entity's claims, and may not otherwise preside over any Class Action. The arbitrator shall not have the authority to combine or aggregate multiple persons' or entities' Claims or discovery, to conduct a Class Action or to make an award to any person or entity not a party to the arbitration. Notwithstanding anything to the contrary, the Parties agree that the enforcement, applicability, scope, validity, and/or interpretation of this Class Action Waiver shall be decided by a court of competent jurisdiction and not by an arbitrator. If this Class Action Waiver is ruled unenforceable or is interpreted to not prevent a Class Action, then the Arbitration Agreement shall be null and void, and any Claims shall proceed in a court of law and not in arbitration. The Parties agree that if an arbitrator renders a decision regarding the enforcement, applicability, scope, validity, and/or interpretation of this Class Action Waiver, or determines that a Class Action may proceed in arbitration, then: (1) the arbitrator has exceeded his powers, pursuant to §10(a)(4) of the FAA, by taking such action; (2) either party may seek immediate review of that decision by a court of competent jurisdiction; and (3) a court of competent jurisdiction shall apply a "de novo" standard of review of that decision if such standard of review is allowed by the common law or statutes of that state. The Parties, including **You**, agree that if for any reason a Claim proceeds to Court, rather than arbitration, (1) the Claim will proceed solely on an individual, non-class, non-representative basis, and (2) no Party may be a class representative or class member or otherwise participate in any Class Action.

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

If any portion of this Arbitration Agreement is deemed invalid or unenforceable, all the remaining portions of this Arbitration Agreement shall nevertheless remain valid and enforceable, provided, however, that if any portion of the Class Action Waiver is deemed invalid or unenforceable, then this Arbitration Agreement shall be invalidated and unenforceable in its entirety. In the event of a conflict or inconsistency between this Arbitration Agreement and Class Action Waiver and the other provisions of this Agreement or any other agreement, this Arbitration Agreement and Class Action Waiver governs.

OPT-OUT PROVISION. YOU SHALL HAVE THE RIGHT TO OPT OUT OF THIS ARBITRATION AGREEMENT AND CLASS ACTION WAIVER BY PROVIDING WRITTEN NOTICE OF YOUR INTENTION TO DO SO TO US WITHIN THIRTY (30) DAYS OF THE PURCHASE OF THIS AGREEMENT (THE DATE OF PURCHASE BEING INDICATED ON YOUR AGREEMENT. To opt out, **You** must send written notice to either: (1) [10151 Deerwood Park Blvd., Building 100, Suite 500, Jacksonville, FL 32256, Attn: Legal] or (2) [legal@fortegra.com], with the subject line, "Arbitration/Class Action Waiver Opt Out." **You** must include in **Your** opt out notice: (a) **Your** name and address; (b) the date **You** purchased **Your Agreement**; and (c) the **Dealer/Seller**. If **You** properly and timely opt out, then all Claims will be resolved in court rather than arbitration.

SECTION 10-STATE AMENDMENTS

This Agreement is amended to comply with the following state requirements for the **Dealer/Seller's** state:

Alabama: A twenty-five-dollar (\$25) cancellation fee is applicable. CANCELLATION section is amended to add the following: If **You** are the original **Agreement Holder** and **You** cancel this **Agreement** within sixty (60) 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 return of this **Agreement** to **Us**. The lien holder/lessor, 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 prorated **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. 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 return of this **Agreement** to **Us**. If **We** cancel the **Agreement**, written notice of such cancellation will be mailed to **You** at least five (5) days before cancellation by **Us**. The notice shall state the effective date of the cancellation and the reason for cancellation. Prior notice is not required if the reason for cancellation is nonpayment of the provider fee or fraud or a material misrepresentation by **You** in obtaining this **Agreement** or by **You** in pursuing a claim under the **Agreement**. The Arbitration Provision section of this **Agreement** is stricken in its entirety.

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 there to, with the Arizona Department of Insurance. CANCELLATION section is amended as follows: A twenty-five-dollar (\$25) cancellation fee is applicable. **You** may cancel this **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 months 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 workman like manner, (2) A **Mechanical Breakdown** that existed prior to the **Agreement Purchase Date**, (3) prior use or unlawful acts relating to the covered **Vehicle**, (4) **Our** misrepresentation, and (5) ineligibility of the **Vehicle** for coverage.

California: THE DEALER/SELLER AGREES TO HOLD ADMINISTRATOR HARMLESS AND INDEMNIFY ADMINISTRATOR FOR ANY COVERED FAILURES DURING THE FIRST (60) DAYS FOR NEW VEHICLES AND THIRTY (30) DAYS FOR USED VEHICLES AND 1,200 MILES. THE SIXTY (60) OR THIRTY (30) DAYS AND 1,200 MILES WILL BE ADDED TO THE END OF THE AGREEMENT TERM. THIS WAITING PERIOD DOES NOT APPLY TO MAINTENANCE BENEFITS 1-9 LISTED ON PAGE 3. CANCELLATION section is amended as follows: For new vehicles, **You** are entitled to a refund of one hundred percent (100%) of the **Agreement Purchase Price**, less any claims paid on **Your Agreement**, from the **Purchase Date** listed until the passage of sixty (60) days after the end the **Waiting Period**. After sixty (60) days from the end of the **Waiting Period**, **We** will refund **You** a pro-rated amount of the **Agreement Purchase Price**, based on the greater days in force or miles driven based on the term selected and the date coverage begins, less a cancellation fee of either ten percent (10%) of the **Agreement Purchase Price** or twenty-five dollars (\$25), whichever is less. For used vehicles, **You** are entitled to a refund of one hundred percent (100%) of the **Agreement Purchase Price**, less any claims paid on **Your Agreement**, from the **Purchase Date** listed until the passage of thirty (30) days after the end the **Waiting Period**. After thirty (30) days from the end of the **Waiting Period**, **We** will refund **You** a pro-rated amount of the **Agreement Purchase Price**, based on the greater days in force or miles driven based on the term selected and the date coverage begins, less a cancellation fee of either ten percent (10%) of the **Agreement Purchase Price** or twenty-five dollars (\$25), whichever is less. New vehicle is defined as a vehicle which sale has not been previously recorded or a title has not been issued. Used vehicle is defined as a vehicle which has been previously titled. **We** may cancel this **Agreement** during the first thirty (30) days of the **Agreement Purchase Date** for any reason. After thirty (30) days, **We** may cancel this **Agreement** due to **Your** material misrepresentation or fraud at time of sale, or **Your** failure to pay the **Agreement Purchase Price**. If **We** cancel this **Agreement**, **We** or the **Dealer** will refund **You** one hundred percent (100%) of the **Agreement Purchase Price**, less any claims paid by **Us**. No cancellation fee will apply in the event **We** cancel **Agreement**. Any refund will be sent to the **Covered Vehicle's** lien holder unless the lien is satisfied or the **Agreement Purchase Price** is not financed. ARBITRATION section is amended as follows: The arbitrators shall not have the power to commit errors of law or legal reasoning, and the award may be vacated or corrected on appeal to a court of competent jurisdiction for any such error. All arbitration shall be handled in accordance with the California Arbitration Act (California Code of Civil Procedure, Section 1280). All references to Commercial arbitration rules are replaced with Consumer arbitration rules. The class action waiver is deleted in its entirety. The fees and costs are amended to comply with California Code of Civil Procedure, Section 1284.3. The clause stating, "The Parties agree and acknowledge that the transaction evidenced by this Agreement affects interstate commerce" is removed in its entirety.

Connecticut: Unresolved complaints may be addressed to the State of Connecticut, Insurance Department P.O. Box 816, Hartford, CT 06142-0816, Attention: Consumer Affairs. The complaint shall contain a short and plain description of the nature of the dispute, including a description of any attempts made to resolve the dispute and the results of such attempts. **You** shall state the purchase price of the item subject to the **Agreement**, the cost of repair of the item and shall include a copy of this **Agreement**. If the warranty period is less than one 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** and the current mileage on **Your Vehicle**. **You** may cancel this **Agreement** if the **Vehicle** is returned, sold, lost, stolen, or destroyed. If **You** have filed a claim under this **Agreement** and the **Obligor** fails to pay or provide service within sixty (60) days of filing such a claim, or if the **Obligor** becomes insolvent or otherwise financially impaired, **You** may submit **Your** claim in writing with a copy of this **Agreement** and the sales receipt for the product to Lyndon Southern Insurance Company at 10151 Deerwood Park Blvd., Bldg. 100, Ste. 500, Jacksonville, FL 32256 or by calling (800) 888-2738.

Florida: The rate charged for this **Agreement** is not subject to regulation by the Florida Office of Insurance Regulation. CANCELLATION section is amended as follows: **You** may cancel this **Agreement** by submitting a written request to the **Dealer/Seller** containing a copy of **Your Agreement**. During the first sixty (60) 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 sixty (60) 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 greater days in force or miles driven on the term selected and the date coverage begins, less a fifty-dollar (\$50) dollar cancellation fee or five (5) percent of the gross premium paid by **You**, whichever is less. **We** may cancel this **Agreement** during the first sixty (60) days of the **Agreement Purchase Date** for any reason. After sixty days, **We** may cancel this **Agreement** for material misrepresentation or fraud at time of sale or for non-payment of **Agreement Purchase Price**, if the **Vehicle** is determined to be ineligible for coverage, if **You** have failed to maintain the **Vehicle** as prescribed by the manufacturer and if the odometer has been tampered with or disabled and **You** have failed to repair the odometer. If **We** cancel this **Agreement**, **We** or the **Dealer/Seller** will refund **You** 100% of the **Agreement Purchase Price**, less any claims paid on **Your Agreement**. If **We** cancel this **Agreement** for non-payment by **You**, **We** shall provide **You** notice of cancellation by certified mail. A forty-dollar (\$40) transfer fee is applicable. ARBITRATION section is amended to add the following: Arbitration proceedings shall be conducted in the county in which the consumer resides.

Georgia: Exclusion 1. Is deleted in its entirety and replaced with the following: 1. Diagnostic charges for repairs not covered under this **Agreement** or tax services rendered (unless otherwise required by law). Exclusion 4. is deleted in its entirety and replaced with the following: 4. Any **Mechanical Breakdown** that occurs after any alterations have been made to **Your Vehicle** by **You** or with **Your** knowledge (whether before or after the **Agreement Purchase Date**), or if **You** are using or have used **Your Vehicle** in a manner not recommended by the manufacturer, including but not limited to: the failure of any custom or add-on part, trailer hitches, engine modifications, offset rims, frame or suspension lowering. Exclusion 6. is deleted in its entirety and replaced with the following: 6. Repair costs or expenses if the odometer of the **Vehicle** has broken or becomes inoperable or unreliable for any reason and odometer repairs were not made immediately at the time of failure, or if the odometer has been tampered with, disconnected, or altered in any way while owned by **You**. Exclusion 10. Is revised to remove "sludge". Exclusion 12. is deleted in its entirety and replaced with the following: 12. A **Mechanical Breakdown** known to **You** or reasonably should be known to **You** that existed prior to the **Agreement Purchase Date**, or any **Mechanical Breakdown** reported after the expiration of the **Agreement**. Exclusion 13. is deleted in its entirety and replaced with the following: 13. For a breakdown caused by any and all repairs due to modifications outside manufacturer's recommendations made by **You** or with **Your** knowledge. Exclusion 18. is deleted in its entirety and replaced with the following: 18. For a **Mechanical Breakdown** caused by or involving modifications made by **You** or with **Your** knowledge, unless those modifications were performed by the manufacturer (E.G. Professionally Installed Lift Kits not to exceed 4" with oversized tires recommended by the Lift Kit Manufacturer; otherwise, vehicles with oversize or undersize tires are not covered) are allowable under this **Agreement** if the mandatory surcharge is selected on the Declarations Page and paid for). CANCELLATION section is amended as follows: **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 canceled 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. An administrative fee of ten percent (10%) of the pro-rata refund amount will be applied if the Agreement is canceled 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.

ARBITRATION does not apply in Georgia, and thus Section 9 of this Agreement is deleted in its entirety (with the exception of the Class Action Waiver not applicable to arbitration) if You purchased Your Agreement in Georgia or if You are a Georgia resident. The Dealer/Seller agrees to hold Administrator harmless and indemnify Administrator for any covered failures during the first thirty (30) days and 1,200 miles. The thirty (30) days and 1,200 miles will be added to the end of the Agreement term. This waiting period does not apply to maintenance benefits 1-8 listed on page 3 of the Agreement.

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 the 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 Department, Two Ruan Center, 601 Locust St., 4th Floor, Des Moines, Iowa 50309. CANCELLATION section is amended to add the following: If You are the original Agreement Holder and You cancel this Agreement within sixty (60) 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.

Louisiana: CANCELLATION section is amended to include the following: After sixty (60) days, We cannot cancel this Agreement except:

1. If there has been a material misrepresentation or fraud at the time of sale of the Agreement;
2. If You failed to maintain the motor Vehicle as prescribed by the manufacturer; or
3. For non-payment of the Agreement Purchase Price by You, in which case We will provide You notice of cancellation by certified mail.

Maryland: CANCELLATION section is amended as follows: If You are the original Agreement Holder and You cancel this Agreement within forty-five (45) 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. If You are the original Agreement Holder and You cancel this Agreement within sixty (60) 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. 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. The transfer fee does not apply in Maryland. ARBITRATION does not apply in Maryland. The cost of tear down and diagnostics are included with loss covered by this Agreement.

Massachusetts: CANCELLATION section is amended as follows: If You are the original Agreement Holder and You cancel this Agreement within sixty (60) 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 to add the following: If You are the original Agreement Holder and You cancel this Agreement within sixty 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. 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: This Agreement is not supported by a manufacturer or distributor. ARBITRATION does not apply in Mississippi. CANCELLATION section is amended to add the following: 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 return of this Agreement to Us.

IMPORTANT NOTICE ABOUT YOUR COVERAGE:

- 1.) This Agreement includes a binding Arbitration agreement.
- 2.) The Arbitration agreement requires that any dispute related to Your coverage must be resolved by Arbitration and not in a court of law.
- 3.) The results of the Arbitration are final and binding on You and Us.
- 4.) In an Arbitration, one or more arbitrators, who are independent, neutral decision makers, render a decision after hearing the positions of the parties.
- 5.) When You become a Agreement holder under this Agreement You must resolve any dispute related to the Agreement by binding arbitration instead of a trial in court, including a trial by jury.
- 6.) Binding arbitration generally takes the place of resolving disputes by a judge and jury.
- 7.) Should You need additional information regarding the binding arbitration provision in the Agreement, You may contact Our toll free assistance line at (855) 321- 6121.

Missouri: CANCELLATION section is amended to add the following: 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. If You are the original Agreement Holder and You cancel this Agreement within sixty (60) 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.

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 under this Agreement against Us or Us against a person covered under this Agreement, may be resolved by arbitration only upon mutual consent of the parties. Arbitration pursuant to this 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 arbitration shall have the authority, without the mutual consent of the parties, to consolidate claims or disputes in arbitration.

Nevada: The provisions of this Agreement apply only to the original purchaser of the Agreement.

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 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 purchase price of the Agreement, 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 seventy (70) days of the Agreement Purchase Date for any reason. After seventy (70) 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. If You use Your Vehicle in a manner not

recommended by the manufacturer, his Agreement will not cover any Mechanical Breakdown that arises out of such specific non-manufacturer-recommended uses. However, this Agreement will continue to cover any Mechanical Breakdown that is not related to the non-manufacturer recommended uses of Your Vehicle, unless such coverage is otherwise excluded by the terms of this Agreement. If the manufacturer's warranty on Your Vehicle becomes void for any reason during the term of this Agreement, We will not automatically suspend or void all coverage. We will not provide any coverage that would have otherwise been provided under the manufacturer's warranty. However, We will continue to provide any other coverage under this Agreement, unless such coverage is otherwise excluded by the terms of this Agreement. ARBITRATION does not apply in Nevada. **THE DEALER/SELLER AGREES TO HOLD ADMINISTRATOR HARMLESS AND INDEMNIFY ADMINISTRATOR FOR ANY COVERED FAILURES DURING THE FIRST FORTY-FIVE (45) DAYS AND 1,200 MILES. THE FORTY-FIVE (45) DAYS AND 1,200 MILES WILL BE ADDED TO THE END OF THE AGREEMENT TERM. THIS WAITING PERIOD DOES NOT APPLY TO MAINTENANCE BENEFITS 1-8 LISTED ON PAGE 3.**

New Hampshire: If You have any questions regarding this Agreement, You may contact Us by mail or by phone. 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 sixty (60) 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 revised to add the following:

No Agreement that has been in effect for at least seventy (70) days will be canceled by Us before the expiration of the agreed term or 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 only to 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. If You are the original Agreement Holder and You cancel this Agreement within sixty (60) 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. The cancellation fee does not apply in New Mexico. If You have any concerns regarding the handling of Your claim, You may contact the Office of Superintendent of Insurance at 855-427-5674.

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 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.

Oklahoma: Oklahoma service warranty statutes do not apply to commercial use references in service warranty contracts. Coverage afforded under this Agreement is not guaranteed by the Oklahoma Insurance Guaranty Association. For towing service, contact Auto Knight Motor Club, Inc. 10151 Deerwood Park Blvd., Bldg. 100, Ste. 500, Jacksonville, FL 32256, Tel: (855) 321-6121. CANCELLATION section is amended as follows: You may cancel this Agreement by submitting a written request to the Dealer/Seller containing a copy of Your Agreement. If You cancel during the first thirty (30) days from the Agreement Purchase Date, and no claim has been authorized or paid, We or the Dealer/Seller will refund You 100% of the Agreement Purchase Price. After the first thirty (30) days from the Agreement Purchase Date, or if a claim was made within the first thirty (30) days, We or the Dealer/Seller shall provide a refund of ninety percent (90%) of the unearned pro-rata premium, less the cost of service provided under this Agreement. We may cancel this Agreement for material misrepresentation or fraud at time of sale or for non-payment of the Agreement Purchase Price, or if the Vehicle is determined to be ineligible for coverage. If We cancel this Agreement, We or the Dealer/Seller will refund You 100% of the Agreement Purchase Price, less the cost of service provided under this Agreement. ARBITRATION section is amended as follows: While arbitration is mandatory, the outcome of any arbitration shall be non-binding on the parties, and either party shall, following arbitration, have the right to reject the arbitration award and bring suit in district court.

Oregon: ARBITRATION section is amended to add the following: If claim settlement cannot be reached, the parties may elect arbitration by mutual agreement at the time of dispute after the claimant has exhausted all internal appeals and can be binding by Your consent. Arbitration must occur in Oregon and according to Oregon law. ANY DISPUTE REGARDING THE VALIDITY AND EFFECT OF THE CLASS ACTION WAIVER PROHIBITING YOU FROM PARTICIPATING IN OR FILING A CLASS ACTION IN ANY COURT SHALL BE DETERMINED EXCLUSIVELY BY A COURT.

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 to add the following: If You are the original Agreement Holder and You cancel this Agreement within sixty (60) 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.

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: If You are the original Agreement Holder and You cancel this Agreement within sixty (60) 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. 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 the 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. FILING A CLAIM and EMERGENCY ROADSIDE ASSISTANCE sections are amended to add the following: 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 to add the following: 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.

Cancellation by Us- We may cancel this Agreement for any reason within ninety (90) days of the Agreement Purchase Date for the following:

- Material misrepresentation;
- substantial change in risk; or
- substantial breaches of contractual duties.

Payment Terms: This Agreement can be purchased by using Cash/Credit Card or Financed as part of Your vehicle loan/lease. FILING A CLAIM section has been revised to add the following: If an emergency occurs which requires a covered Mechanical Breakdown repair to be made at a time when Our office is closed and prior authorization for the repair cannot be obtained, You should follow all of the claim procedures outlined in this section with the exception of 2. Obtain Authorization for Payment from Us. After following these instructions, contact Us for claims instructions on the next business day at (800) 451-0459, or as soon as reasonably possible. ARBITRATION section 3, is deleted in its entirety and replaced with the following: Any matter in dispute between You and Us may be subject to arbitration as an alternative to court action pursuant to the rules of (The American Arbitration Association or other recognized arbitrator), a copy of which is available on request from Us. Any decision reached by arbitration shall be binding upon both You and Us. The arbitration award may include attorney's fees, if allowed by state law, and may be entered as a judgment in any court of proper jurisdiction. The arbitrator shall be prohibited from awarding punitive, consequential, special, incidental, and exemplary damages. The arbitrator may award a party only its actual damages and the arbitrator may award equitable relief including injunctive relief. An arbitration award may not be set aside in later litigation except upon the limited circumstances set forth in the Federal Arbitration Act, 9 U.S.C. §1 et Seq. An award in arbitration will be enforceable under the Federal Arbitration Act by any court having jurisdiction. INSURANCE STATEMENT section is amended to add the following: In the event the Obligor fails to pay any claim within sixty (60) days after proof of loss has been filed, You may file a direct claim with Lyndon Southern Insurance Company. To do so, please call the following toll-free number for instructions: (800) 888-2738.

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 greater days in force or

miles driven based on the term selected and the date coverage begins, less a twenty-five-dollar (\$25) cancellation fee. 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 nonpayment 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. 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 Lyndon Southern Insurance Company at any time. EXCLUSIONS Item 2 is deleted and replaced with the following: **WHEN REPAIRS ARE PERFORMED WITHOUT THE ADMINISTRATOR'S PRIOR AUTHORIZATION, EXCEPT FOR EMERGENCY REPAIRS OUTSIDE OF NORMAL BUSINESS HOURS.** Our obligations under this Agreement are insured under insurance policy number AKMC-WA 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 fail to pay an authorized claim within sixty (60) days after proof of loss has been filed, You may file a direct claim with Lyndon Southern Insurance Company. To do so, please call the following toll-free number for instructions: (800) 888-2738.

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

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. ARBITRATION does not apply in Wisconsin.

Wyoming: The CANCELLATION section is amended to add the following: If You are the original Agreement Holder and You cancel this Agreement within sixty (60) 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 return of this Agreement to Us. 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: Ten (10) days before the effective date of cancellation if canceled for any reason other than non-payment of the Agreement Purchase Price; a material misrepresentation by You to the provider; or a substantial breach of duties by You relating to the covered product or its use. ARBITRATION does not apply in Wyoming.

Contract Holder Summary:

Contract Holder

Contract Holder's Covered Vehicle

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

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**;