

MUST BE COMPLETED IN FULL. PLEASE PRINT OR TYPE, USING BLACK INK

<b>Vehicle Information:</b>					
Year	Make	Model	VIN # (Vehicle Identification Number 17 Digits)		
Vehicle Color	Vehicle Purchase Price		Vehicle Purchase Date	Mileage at Time of Sale	
<b>Purchaser Information:</b>					
Last Name		First Name	Middle Initial	E- Mail Address	
Address			City	State	Zip
					Telephone
<b>Dealer/Seller Information:</b>					
Name of Selling Dealer					
Address			City	State	Zip Code
Dealer Signature				Date	
<b>Product Information: select your product (check only one)</b>					
<b>TruUltimate</b> Includes: <input type="checkbox"/> <ul style="list-style-type: none"> <li>• Exterior Protection</li> <li>• Fabric and Carpet Protection</li> <li>• Leather/Vinyl Protection</li> <li>• Rip, Puncture and Burn Protection</li> </ul>		<b>TruPlus</b> Includes: <input type="checkbox"/> <ul style="list-style-type: none"> <li>• Exterior Protection</li> <li>• Fabric and Carpet Protection</li> <li>• Leather/Vinyl Protection</li> <li>• Rip, Puncture and Burn Protection</li> <li>• Protection when Dents Occur</li> </ul>		<b>TruBase</b> Includes: <input type="checkbox"/> <ul style="list-style-type: none"> <li>• Exterior Protection</li> <li>• Fabric and Carpet Protection</li> <li>• Leather/Vinyl Protection</li> <li>• Rip, Puncture and Burn Protection</li> </ul>	
<b>Limited Warranty Term and Key/Remote Benefit</b>					
Year Term			<input type="checkbox"/> Key/Remote Replacement <i>See separate warranty for Key/Remote Benefits</i>		

<b>Acceptance of Terms, Conditions and Coverage</b>	
<p>I, the Registered Owner, hereby declare the above information is correct. I understand the purchase of this product is not required to obtain financing for the Registered Vehicle. I ACKNOWLEDGE THE DEFINITIONS, LIMITATIONS/EXCLUSIONS, TERMS AND CONDITIONS LISTED ON PAGE 2 AND 3 OF THIS LIMITED WARRANTY, ONLY APPLY TO THE PRODUCT I HAVE SELECTED ABOVE AND THE SELLING DEALER OF THE SIDECARS® PRODUCT HAS PROVIDED ME WITH A COMPLETE COPY OF THIS LIMITED WARRANTY.</p>	
_____ Signature	_____ Date
<p><b>THIS IS A LIMITED WARRANTY AND NOT INSURANCE. THE SELLING DEALER MUST APPLY THE PURCHASED SIDECARS® PRODUCT(S), AS SELECTED ABOVE TO THE REGISTERED VEHICLE, TO RECEIVE THE BENEFIT OF THE LIMITED WARRANTY. ANY IMPLIED WARRANTY, SUCH AS THE WARRANTY OF MARKETABILITY OR WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, IS LIMITED IN DURATION TO THE TERM OF THIS LIMITED WARRANTY. SOME STATES DO NOT ALLOW LIMITATIONS OF HOW LONG AN IMPLIED LIMITED WARRANTY WILL LAST CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.</b></p>	

## Limited Warranty Registration

### Limited warranty definitions (only the definitions for the product selected on the Registration page of this Limited Warranty):

**Exterior Protection:** Sidecars, Inc. hereby provide coverage on the registered vehicle in the event of damage to the exterior painted surfaces caused by weather-induced fading, UV exposure, oxidation, hard water etching, bird droppings, tree sap, road salt, road de-icing agents, acid rain, insect damage (including but not limited to love bugs), accidental spray paint overspray or industrial fallout. Should the exterior surface become damaged from such environmental hazards, We will repair such condition completely free of charge, subject to the Limitations/Exclusions section in this warranty. SideCars, Inc. reserves the right to repair any such damage through professional detailing or mobile repair service prior to repainting any surface.

**Interior Protection:** Sidecars, Inc. hereby guarantees the applied Interior product will assist in the prevention of damage to the treated interior cabin surfaces caused by permanent stains, UV exposure and temperature extreme; will assist in the prevention of damage to the treated interior seating surfaces caused by rips, punctures and burns; and will assist in the prevention of odors caused by bacteria, microbes, mold, mildew, fungi and algae on the treated interior surface. Should the treated interior cabin surface become damaged by stains, UV exposure or temperature extremes, Sidecars, Inc. will repair such condition completely free of charge, subject to the Limitations/Exclusions section in this warranty. Should the treated interior seating surface become damaged by a rip, puncture or burn, Sidecars, Inc. will repair and/or replace the damaged area completely free of charge, subject to the Limitations/Exclusions section in this warranty. Should the treated interior surface with interior protection product have odors caused by bacteria, microbes, mold, mildew, fungi and algae, Sidecars, Inc. will remedy such condition completely free of charge, subject to the Limitations/Exclusions section in this warranty. Sidecars, Inc. reserves the right to attempt repair of any covered damage using professional reconditioning prior to the replacement with either an upholstery insert or replacement seating component. **No rip, puncture and burn coverage is available under this limited warranty for residents of NY.**

**Protection When Dents Occur:** Sidecars, Inc. hereby guarantees the exterior product applied with two coats will help protect the exterior sheet metal surface that becomes dented. Should the treated exterior surface become damaged when minor cosmetic dents occur, Sidecars, Inc. will repair such condition completely free of charge, subject to the Limitations/Exclusions section in this warranty. Dealer must apply two coats of the exterior product to the exterior painted sheet metal surfaces of the vehicle.

**Headlight:** Sidecars, Inc. hereby guarantees the applied Windshield product will assist in the prevention of damage to the headlights caused by UV exposure and other environmental hazards. Should the treated exterior surface of a headlight lens become damaged by UV exposure and other environmental hazards resulting in fading and/or yellowing, Sidecars, Inc. will repair the affected area completely free of charge, to the fullest extent possible, subject to the Limitations/Exclusions section in this warranty.

**Windshield:** Sidecars, Inc. hereby guarantees the applied Windshield product will assist in the prevention of damage to the windshield caused by a propelled object. Should the treated exterior surface of the windshield become chipped or cracked, Sidecars, Inc. will repair the chip or crack completely free of charge, to the fullest extent possible, subject to the Limitations/Exclusions section in this warranty. If it is determined by the licensed repair technician, that the damaged windshield must be replaced because such repairs will not allow it to function safely, Sidecars, Inc. will reimburse the Registered Owner up to \$500 for the replacement of the windshield. Proof of a completed comprehensive insurance claim or receipt of the windshield replacement is required for reimbursement. The maximum reimbursement equals the Registered Owner's comprehensive insurance deductible (for a windshield replacement claim) on the Registered Vehicle, up to \$500. **No windshield coverage is available under this limited warranty for residents of MA, FL, KY, NY and SC.**

**Alloy Wheel:** Sidecars, Inc. hereby guarantees the applied exterior product will assist in the prevention of cosmetic damage to the face of the treated alloy wheel caused by corrosion or surface abrasion. Should the treated exterior face of an alloy wheel become cosmetically damaged, Sidecars, Inc. will repair or recondition the cosmetic damage completely free of charge, to the fullest extent possible, subject to the Limitations/Exclusions section in this warranty.

**Administrator/Warrantor, "We", "Us", "Our"** means Sidecars, Inc., 532 S. Main Street, Joplin, MO 64801, who is the Administrator/Warrantor to this Warranty. In California, the Warrantor, "We", "Us", and "Our" is Auto Knight Motor Club, Inc. 10151 Deerwood Park Blvd., Bldg. 100, Ste. 500, Jacksonville, FL 32256, Tel: (800) 888-2738.

### Limitations / Exclusions (only the limitations / exclusions for the product selected on the Registration page of this Limited Warranty will apply):

**Paint Limitations/Exclusions:** This limited warranty does not cover pre-existing damage, non clear-coated surfaces, damage caused by road hazards, vandalism, collision or similar accident, fire, hail damage, flood or other natural casualties, rusting of metal, modifications or alterations of the factory's original painted finish (e.g. repainted surfaces, aftermarket pin striping, vinyl graphics, etc.), paint chips, scratches, road striping paint; oxidation that has perforated to the primer coat or bare metal, and any damage caused by neglect or abuse.

**Interior Protection Limitations/Exclusions:** This limited warranty does not cover: (1) stains or damage caused by tar, acid or other caustic or corrosive substances; (2) interior fabric, carpet, leather or vinyl damage resulting from flood, vandalism, abnormal use, surface wear or natural creases in leather and vinyl seats, modification or alteration of leather or vinyl surfaces; (3) damage caused by rusting or poor adhesion to the surface to which the leather or vinyl has been attached; (4) surfaces which have become subject to a claim arising out of a collision, manufacturing defects (e.g. fabric shredding, improper vinyl and/or leather adhesion, etc.); (5) headliners, steering wheels, side door storage compartments; (6) vandalism, terrorism, acts of God, neglect or abuse, and normal wear and tear. If a permanent stain is caused by dye or ink damage or if a stain occurs on the dashboard or an interior door panel, the repair is limited to reconditioning and/or re-dyeing the damaged area only. This limited warranty does not cover rips, punctures and burns to fabric, vinyl and/or leather that occur prior to delivery, rips greater than six (6) inches in length, punctures and burns greater than a half (1/2) inch in diameter. Interior Protection product is not applied to headliners, suede, seat belts, the steering wheel, instrument cluster, display screen (navigation, vehicle info and radio), and the Ford King Ranch series seats, therefore no warranty is provided to those identified surfaces. If an odor caused by bacteria, microbes, mold, mildew, fungi or algae occurs on the treated interior surface, the remedy is limited to an application of Interior Protection product to remove the odor. Sidecars, Inc. is not responsible for non-treated surfaces including, without limitation, passengers and cargo. Odors caused by anything other than bacteria, microbes, mold, mildew, fungi or algae including, without limitation, smoke or anything related to the mechanical components of the vehicle are not covered. Sidecars, Inc. is not responsible for passengers that become sick from bacteria, microbes, mold, mildew, fungi or algae.

**Protection When Dents Occur Limitations/Exclusions:** This limited warranty does not cover paint chips, scratches, dents that require a body shop repair, dents that have scratches or a paint chip, dents greater than three (3) inches in length/diameter, dents on bumpers, plastic, fiberglass, pillars, rocker panels and trim; and any damage caused by neglect or abuse. Dents will occur. This product helps protect the surface that becomes dented.

**Headlight Limitations/Exclusions:** This limited warranty does not cover aftermarket headlights or damage to the headlight lens as a result of collision damage or vandalism. Only the original factory headlight exterior surface of the lens is covered. *This limited warranty does not cover headlight replacement or internal fogging/condensation events.*

**Windshield Limitations/Exclusions:** This limited warranty does not cover windshield cracks or chips greater than six (6) inches in length or diameter, windshield pitting or damage caused from collision, vandalism, hail, factory defects or any other damage to the windshield not expressly covered in the Windshield definitions on page 2. Some of the original chip or crack may be visible after a completed windshield chip repair. This limited warranty does not cover windshield replacement.

**Alloy Wheel Limitations/Exclusions:** This limited warranty does not cover aftermarket wheels, steel wheels, chromed wheels, chrome simulation wheels, chrome clad wheels, wheel covers or damage to wheels that become dented or bent from contact as a result of curbing, road hazards, frame, body or suspension damage. Only the original factory (non-chromed) alloy wheels or dealer installed factory (non-chromed) alloy wheels at the time of the Registered Vehicle purchase are covered. *This limited warranty does not cover alloy wheel replacement or structural damage.*

**Cancellation:** The products listed on this Limited Warranty have been applied to the Registered Vehicle and cannot be removed, therefore the limited warranty is NON-CANCELABLE and NON-REFUNDABLE. We may only cancel this warranty for Your nonpayment of the purchase price, material misrepresentation, fraud, or Your substantial breach of Your duties under this contract. If We cancel this warranty, we shall mail written notice to You stating the date of and reason for cancellation at least thirty (30) days prior to the cancellation date.

**Registered Owner's Right to Transfer:** The Registered Owner shall have the right to transfer this limited warranty to the first subsequent owner of the Registered Vehicle. To continue Limited Warranty coverage, the first subsequent owner must submit the Warranty Transfer Information (see Page 5) to Sidecars, Inc., 532 S. Main St., Joplin, MO 64801, within 30 days from the date of purchase.

**Registered Owner's Requirements:** The Registered Owner should maintain the registered vehicle by washing the exterior regularly and vacuuming the interior frequently. **THIS LIMITED WARRANTY DOES NOT INCLUDE GENERAL CLEANING AND MAINTENANCE OF THE VEHICLE'S PAINT, FABRIC OR LEATHER SURFACES. REGULAR CLEANING AND CARE IS NECESSARY.**

**Claim Procedure:** Damage once begun, may greatly worsen unless repairs are promptly made. In order to reasonably minimize any damage which might occur, a claim must be filed at [claims@sidecarsinc.com](mailto:claims@sidecarsinc.com), or by calling 888-800-2251 within 60 days from the onset of damage. **Photos of the damage may be required for the processing of the claim.**

**Repair Obligations:** Our obligations under this Warranty 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, Our obligations under this Warranty are insured under an insurance policy issued by Response Indemnity Company of California, 10151 Deerwood Park Blvd., Bldg. 100, Ste. 500, Jacksonville, FL 32256, Tel: (800) 888-2738. In Georgia, Our obligations under this Warranty 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 Rhode Island, Our obligations under this Warranty 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 New York and Wisconsin, Our obligations under this Warranty are insured under an insurance policy issued by Blue Ridge Indemnity Company, 10151 Deerwood Park Blvd., Bldg. 100, Ste. 500, Jacksonville, FL 32256, Tel: (800) 888-2738. If the Warrantor fails to pay an authorized claim within sixty (60) days, or if the Warrantor becomes insolvent or ceases to conduct business during the term of this Warranty, you may submit your claim directly to the applicable insurer at the above address for consideration. Sidecars, Inc. reserves the right to determine the type of repair necessary and the appropriate repair procedure to be used. Such service will be performed with reasonable promptness and quality. Sidecars, Inc. has no obligation toward reimbursement of transportation or inconvenience costs during time of repair. **Sidecars, Inc.'s liability is limited to the lesser of the cost of repair of the treated area or up to the current average wholesale value of your vehicle as determined by National Automobile Dealers Association ("N.A.D.A.") Official Used Car Guide, at the time of the claim inspection.**

**Terms and Conditions of This Limited Warranty are as Stated Above and Cannot be Altered Unless in Writing by Sidecars, Inc.**

This limited warranty specifically excludes Sidecars, Inc. from liability for incidental or consequential damages occasioned by use of the products. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exception may not apply to you. No express rights are given under the warranty except for those specifically described herein. This limited warranty gives you specific legal rights and you may also have other rights, which vary from state to state. **This limited warranty begins on the Product Purchase Date and expires upon the passing of the limited warranty term indicated on the Registration page (section 4).**

#### **State Specific Amendments**

Please review the state specific language for your state as it may amend the terms and conditions stated above.

**Hawaii:** Any unresolved issues regarding Sidecars, Inc. or this Limited Warranty may be addressed with the Department of Commerce and Consumer Affairs, 335 Merchant St, Honolulu, HI 96813, 808-587-3222. We may only cancel this warranty for Your nonpayment of the purchase price, material misrepresentation, fraud, or Your substantial breach of Your duties under this contract. If We cancel this warranty, we shall mail written notice to You stating the date of and reason for cancellation at least thirty (30) days prior to the cancellation date.

**Oregon:** Any unresolved issues regarding Sidecars, Inc. or this Limited Warranty may be addressed with the Oregon Insurance Division, Department of Consumer & Business Services, P.O. Box 14480, Salem, Oregon 97309-0405, (503) 947-7984. Consumer Advocacy Unit [cp.ins@state.or.us](mailto:cp.ins@state.or.us)

**Texas:** Any unresolved issue regarding Sidecars, Inc. or this Limited Warranty may be addressed with the Texas Department of Licensing and Regulations, P.O. Box 12157, Austin, Texas 78711, (512)463-6599.

**Washington:** This Warranty issued by Sidecars, Inc. is considered to be a Protection Product Guarantee subject to the requirements of Chapter 48.110RCW. As a Protection Product Guarantee holder, you are entitled to apply directly and without delay to Lyndon Southern Insurance Company for payment or performance due under this Guarantee.

## ARBITRATION AGREEMENT.

Most of your concerns about this Warranty can be addressed simply by contacting us at 800-553-6866. In the event we cannot resolve any dispute with you, YOU AND WE AGREE TO RESOLVE THOSE DISPUTES THROUGH BINDING ARBITRATION OR SMALL CLAIMS COURT INSTEAD OF THROUGH COURTS OF GENERAL JURISDICTION. YOU AND WE AGREE TO WAIVE OUR RIGHTS TO A TRIAL BY JURY AND TO PARTICIPATE IN CLASS ACTIONS OR OTHER REPRESENTATIVE PROCEEDINGS.

For the purpose of this arbitration agreement (referred to hereinafter as the "A.A."), references to "we" and "us" include the Warrantor and Administrator, as defined above, and their respective parents, subsidiaries, affiliates, service contract insurers, agents, employees, successors and assigns.

(a) This A.A. shall survive termination of the Warranty and is governed by the Federal Arbitration Act. This A.A. shall be interpreted broadly, and it includes any dispute you have with us that arises out of or relates in any way to the Warranty or the relationship between you and us, whether based in contract, tort, statute, fraud, misrepresentation or otherwise. However, this A.A. does not preclude you from bringing an individual action against us in small claims court or from informing any federal, state or local agencies or entities of your dispute. They may be able to seek relief on your behalf.

(b) To initiate arbitration, send a written Notice of Claim by certified mail to: 532 S. Main St, Joplin, MO, 64801. The Notice must describe the dispute and relief sought. If we do not resolve the dispute within 30 days of receipt of the Notice, you may start an arbitration with the American Arbitration Association ("AAA"). You can contact the AAA and obtain a free copy of their rules and forms at [www.adr.org](http://www.adr.org) or 1-800-778-7879. "We will reimburse you for a filing fee paid to the AAA, and if you are unable to pay a filing fee, we will pay it if you send us a written request.

(c) The arbitration shall be administered by the AAA in accordance with the Consumer Arbitration Rules ("Rules"). The arbitrator is bound by the terms of this A.A. and shall decide all issues, with the exception that issues relating to the enforceability of this A.A. may be decided by a court. If your dispute is for \$25,000 or less, the arbitration will be conducted by submitting documents to the arbitrator, unless you request an in-person or telephonic hearing or the arbitrator decides that a hearing is necessary. If your dispute is for more than \$25,000, the right to a hearing will be determined by the Rules. Unless otherwise agreed, any hearing will take place in the county or parish of your mailing address. We will pay all filing, administration and arbitrator fees for any arbitration, unless your dispute is found by the arbitrator to have been filed for the purpose of harassment or is patently frivolous. In that case, the Rules govern payment of such fees.

(d) The arbitrator shall issue a decision including the facts and law supporting it. If the arbitrator finds in your favor and issues a damages award that is greater than the value of our last settlement offer or if we made no settlement offer and the arbitrator awards you any damages, we will: (1) pay you the amount of the damages award or \$7,500.00, whichever is greater; and (2) pay the attorney's fees and expenses, if any, you reasonably incurred in the arbitration. While that right to fees and expenses is in addition to any right you may have under applicable law, you may not recover duplicate awards of fees and expenses. We waive any right it may have under applicable law to recover attorney's fees and expenses from you if we prevail in the arbitration.

(e) If you seek declaratory or injunctive relief, that relief can be awarded only to the extent necessary to provide you relief. YOU AND WE AGREE THAT EACH PARTY MAY BRING CLAIMS AGAINST THE OTHER ONLY IN AN INDIVIDUAL CAPACITY AND NOT IN A PURPORTED CLASS ACTION, CLASS ARBITRATION OR REPRESENTATIVE PROCEEDING. Unless you and we agree otherwise, the arbitrator may not consolidate your dispute with any other person's dispute and may not preside over any form of representative proceeding. If this specific provision is found to be unenforceable, then the entirety of this A.A. shall be null and void.

**Administrative Office:**

[532 S. Main Street  
Joplin, MO 64801]

**Warranty Transfer Information:**

the first subsequent owner provided the Registered Owner completes the form below and mails to Sidecars, Inc. within 30 days of the sale of the vehicle. A copy of the Registration Form (page 1) must also be included to continue the TruBase, TruPlus or TruUltimate limited warranty coverage.

Transfer Warranty To:

Address	City	State	Zip Code
Daytime Phone	Evening Phone	Date of Transfer	
Vehicle VIN			
Purchaser Signature			

I / We hereby certify that we are the first subsequent owners of the Registered Vehicle treated with the TruBase, TruPlus or TruUltimate limited warranty coverage.

Mail To:

# EXOGLOSS

**Administrative Office:**

[532 S. Main Street  
Joplin, MO 64801]

# Key/Remote Replacement

[KR-]

**Administrative Office:**  
[532 S. Main Street  
Joplin, MO 64801]

AGREEMENT NUMBER

DECLARATION PAGE

Vehicle Information:					
Year	Make	Model	VIN # (Vehicle Identification Number 17 Digits)		
Vehicle Purchase Date	Vehicle Purchase Price		<input type="checkbox"/> New	<input type="checkbox"/> Pre-Owned	Mileage at Time of Sale
Purchaser Information:					
Last Name		First Name	Middle Initial	E- Mail Address	
Address			City	State	Zip
Telephone					
Dealer/Seller Information:					
Dealer/Seller Name					Telephone
Address			City	State	Zip Code
Lienholder Information:					
Lienholder Name					Telephone
Address			City	State	Zip Code
Agreement Information:					
<b>Coverage Level:</b> <i>You may select only one coverage. See section II Coverage for details. If no plan box is selected, Plan 1 coverage will apply.</i> <input type="checkbox"/> <b>Plan 1</b> <input type="checkbox"/> <b>Plan 2</b>			<b>Number of Keys/Remotes at Time of Vehicle Delivery</b> New vehicles require two (2) set of Keys/Remotes at time of delivery. Used vehicles require one (1) set of Keys/Remotes at time of delivery.		
Agreement Purchase Price \$		Agreement Purchase Date:	Class	Term (Indicated in Months)	

Acceptance of Terms, Conditions and Coverage		
<p>The <b>Agreement</b> that <b>You</b> are purchasing is between <b>You</b> and <b>Administrator/Obligor</b>. <b>You</b> will be notified by the <b>Administrator</b> if the <b>Agreement</b> is ineligible for coverage. <b>You</b> (the undersigned) have reviewed the terms of this <b>Agreement</b> and understand the coverage, exclusions and maintenance requirements shown on the coverage pages. This <b>Agreement</b> is based on information <b>You</b> provided on this information page. <b>Additionally, I certify that I have received a minimum of one (1) set of keys for a used vehicle and two (2) sets of keys for a new vehicle at the time of purchase.</b></p>		
Customer Signature	Date	Dealer / Seller Representative – Signature
<input type="checkbox"/>	<b>Washington Residents Only:</b> By initialing this box, <b>You</b> acknowledge <b>You</b> have reviewed with the <b>Dealer/Seller</b> the section of this <b>Agreement</b> titled: <b>DEFINITIONS , COVERAGE, TERMS AND CONDITIONS, EXCLUSIONS, CANCELLATION AND TRANSFER OF THIS AGREEMENT</b> . The implied warranty of merchantability on the <b>Vehicle</b> is not waived if this <b>Agreement</b> has been purchased within ninety (90) days of the sale of the <b>Vehicle</b> from the <b>Dealer/Seller</b> .	

AUTHORIZATION IS REQUIRED FROM THE ADMINISTRATOR PRIOR TO ANY AND ALL REPAIRS OR REPLACEMENT OF COVERED COMPONENTS. **FOR ROADSIDE ASSISTANCE OR TO FILE A CLAIM CALL: TOLL FREE [866-217-5309]**

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

## I. DEFINITIONS

**Administrator/Obligor (“We”, “Us”, “Our”):** Sidecars, Inc., [532 S. Main Street, Joplin, MO 64801] who is the **Administrator/Obligor** to this **Agreement**. In the states of California, Nevada, Arizona, New Mexico, Wyoming, Wisconsin, New York, Virginia, Vermont, New Hampshire, Maine, and Washington, the **Obligor** is Auto Knight Motor Club, Inc. [43100 Cook Street, Suite 200, Palm Desert, CA 92211]. In the states 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.]

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

**Agreement Term** – means the number of Months (selected in the Declaration Page) the **Agreement** is in force provided the appropriate fee is paid and received by **Us**.

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

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

**Dealer/Seller:** The retail seller of this **Agreement** to **You** for the **Covered Vehicle** described on the Declaration Page under Dealer/Seller Information.

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

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

**Vehicle or Covered Vehicle:** The Vehicle described on the Declaration Page under Vehicle Information.

**Warranty:** Any **warranty issued by** the manufacturer or any other **warranty**.

**You or Your:** The purchaser of this **Agreement** identified on the Declarations Page under Purchaser Information.

## II. COVERAGE

**Coverage** - During the **Agreement** Term **We** will cover the necessary Cost to pay a Repair Facility, or at **Our** option, reimburse **You** the Cost to remedy any **Breakdown** of the parts listed below. **We DO NOT** cover any part, component or service not specifically covered by this **Agreement**. **At the Administrator’s option, replacement parts used in covered repairs may include new, remanufactured, used or non-original equipment manufactured parts. All parts will conform to manufacturer’s specifications.**

- KEY/REMOTE REPLACEMENT** – If **You** selected **Plan 1** in the **Agreement Information** section of the Declaration Page and **Your** key/remote is lost, stolen or becomes inoperable, **We** will pay for replacement key/remote in the amount of, not to exceed, four hundred dollars (\$400) per one year period. If **You** selected **Plan 2** in the **Agreement Information** section of the Declaration Page and **Your** key/remote is lost, stolen or becomes inoperable, **We** will pay for replacement key/remote in the amount of, not to exceed, eight hundred dollars (\$800) per one year period. **IMPORTANT NOTE:** for the safety and security of the vehicle owner, all keys and/or remotes that are reported lost, stolen or destroyed must be reprogrammed by the dealer prior to replacement. **You** are not responsible for any out-of-pocket expense other than costs in excess of **Your** yearly plan limit of four hundred dollars (\$400) for Plan 1 and eight hundred dollars (\$800) for Plan 2. **We** are solely agreeing to pay the replacement cost for eligible keys/remotes under the terms, conditions and limitations set forth in this **Agreement**. **We** shall not provide any keys/remotes ourselves. Further, **We** do not in any way warrant or guarantee, whether express or implied, any replacement key/remote obtained by **You** and/or paid for under this **Agreement**.
- ROADSIDE ASSISTANCE:** During the **Agreement** Term, Emergency Roadside assistance is available to you twenty-four (24) hours a day, every day of the year. You will only have to pay for any non-covered expenses or covered costs in excess of **Your** [seventy-five dollars (\$75)] per occurrence maximum. **Service** must be a covered **Repair** or **Service** under this **Agreement** and is available only for the **Vehicle** registered as part of this **Agreement**. **Your** twenty-four (24) hour roadside assistance service begins on the **Agreement** Purchase Date shown on the Declarations Page and terminates on the expiration of this **Agreement**. All of the services provided are described herein and are applicable throughout the United States, Alaska, Hawaii and Canada. Only one (1) disablement for the same service type during any seven (7) day period will be accepted. All benefits are subject to the limitations contained in SECTION V - EXCLUSIONS.
  - All roadside assistance benefits are provided by Auto Knight Motor Club, Inc., 43100 Cook Street, Suite 200, Palm Desert, CA 92211.
  - This is not a reimbursement program. You must contact Auto Knight Motor Club, Inc. first to dispatch services. In the event that roadside assistance service is not obtainable through Auto Knight Motor Club, Inc., You will receive a refund of payment made by You according to the coverage limits outlined herein.
  - You have the right to file a complaint by submitting a written complaint to Auto Knight Motor Club, Inc. Customer Care Department at: 43100 Cook Street, Suite 200, Palm Desert, CA 92211, or contacting a representative by calling 866-217-5309.

For service contact the **TOLL-FREE NUMBER 866-217-5309** and a service vehicle will be dispatched to **Your** assistance. **Important: Please be with Your Vehicle when the service provider arrives, as they cannot service an unattended vehicle. The following are covered emergencies, subject to a seventy-five dollar (\$75) per occurrence limit:**

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

**Only the components listed above are covered by this Vehicle Service Agreement**

## III. CLAIM PROCEDURES

**Filing a Claim** – **You** are responsible for all expenses and repair costs if it is determined that the **Failure** reported is not covered under this **Agreement**. If **Your Vehicle** incurs **Failure**, it is **Your** responsibility to ensure that **You** and the **Approved Repair Facility** follow the procedures listed below.



If Your Vehicle incurs a Failure, You must take the following steps to file a claim:

1. Contact the Administrator's claim center before any repair or replacement have begun by calling [866-217-5309]. The claim center will initiate a claim and issue you a claim number.
2. Take Your Vehicle to any licensed Repair Facility. If You are within [twenty five (25)] miles of the Dealer Seller, We recommend that You return to the Dealer/Seller for repairs. If You need assistance in locating a Repair Facility, contact the Administrator at [866-217-5309]. If Your Vehicle requires towing to the Repair Facility the Towing reimbursement is limited to the lesser of [twenty five (25)] miles or \$[75] per occurrence. Costs for mileage in excess of [twenty five (25)] miles or \$[75] will be Your responsibility. (See Section II. Coverage, # 10 for additional details).
3. Provide Repair Facility with a copy of Your Agreement and/or Your Agreement Number and/or Your claim number.
4. Repair Authorization – Prior to any repair or replacement being made, the Repair Facility must contact the Administrator with the estimate of repairs containing both parts and labor, and to obtain an authorization for the claim. The Administrator's Claim Department can be contacted [Monday through Friday, 8:00 a.m. to 6:00 p.m. EST] at [866-217-5309]. No repairs are to be made on Your Vehicle until Your claim has been authorized by the Administrator. Any claim for repairs without prior authorization will not be covered.  
If You require services outside of Our regular business hours, You may take one of the following steps: (1) Wait until regular business hours and then follow the normal claim procedures, (2) authorize and pay for any diagnostic time needed to determine whether You have a covered Failure. If You reasonably determine that You have a covered Failure and You choose to have Your Vehicle repaired outside of regular business hours, You are responsible for paying for the repair. You must then call the Administrator during the next available business hours so the Administrator can determine whether there was a covered Failure. If the Administrator determines that there was a covered Failure under this Agreement, then we will pay You in accordance with the terms and conditions of this Agreement.
5. Authorize the Repair Facility to perform necessary diagnostic work and provide so that the Repair Facility can provide accurate diagnosis and estimate of repairs. Costs for any diagnostic work is Your responsibility.
6. Allow the Administrator to inspect Your Vehicle prior to any repair or replacement being made.
7. After investigating Your Vehicle's failure, in case of a discrepancy in findings, the Administrator reserves the right to have repairs performed at a location other than the one You have selected.
8. 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 legible 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 costs, claim number, vehicle identification number, vehicle mileage, year, make and model. Claim number issued by the Administrator must appear on all receipts submitted for reimbursement. No invoices will be processed without a valid claim number. The claim number is valid for 180 days from the date it is issued. 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.

#### IV. TERMS AND CONDITIONS

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

1. This Agreement is between the Purchaser of the Agreement (You) and the Administrator/Obligor and applies only to the Vehicle identified in the Declaration Page under the Vehicle Information section. In no event shall the Administrator be liable for any direct, indirect, punitive, special, incidental, consequential damages or any damages arising out of or connected with the repairs performed under this Agreement.
2. **Agreement Period** - The Agreement Term begins on the Agreement Purchase Date (effective date) and expires on the passing of the number of months selected.
3. **Arbitration** - You agree that all individual, class action or other claims arising from or relating to this Agreement, whether in contract, tort, pursuant to statute, regulation, in equity or otherwise, are subject, at Your, Our, or the Administrator's election, to neutral binding arbitration.
4. **If You have Other Coverage:** If You have any other coverage, We will pay only the amount in excess of that coverage, subject to the limits of this Agreement.
5. **Limit of Liability** - This Agreement is for the sole benefit of You (the purchaser named on the Declaration Page) and applies only to the Vehicle. In no event shall the Administrator be liable for any direct, indirect, punitive, special, incidental, consequential damages or any damages arising out of or connected with the repairs performed under this Agreement. The total of all benefits paid or payable under this Agreement shall not exceed the purchase price of the Vehicle. In no event, will Our liability for an individual repair visit exceed the average retail value of the Vehicle as stated in the current online National Automobile Dealer Association (NADA) pricing guide immediately prior to the breakdown.
6. **Odometer** – Your odometer must function and display at all times. A non-working odometer, odometer display or cluster containing the odometer, or odometer that has been stopped, altered or misrepresents the actual mileage voids the Agreement without cancellation. No refund will be paid.
7. You are responsible for properly maintaining the Vehicle in accordance with the manufacturer's specifications and to protect against further damage from continued operation.
8. **Coverage** is limited to the repair or replacement of stated components.
9. **Failure** of a covered component must occur while the Agreement is in force.
10. **Administrator** will make arrangements for payment in the amount of the authorized amount less related charges not covered by the Agreement.
11. You must provide your Agreement number when contacting the Administrator.
12. **Administrator** does not allow any third party to create any obligation or liability in connection with this Agreement.
13. The Dealer/Seller is not an agent of the Administrator.
14. **Notice to Consumers:** Purchase of this Agreement is not required to purchase or finance a Vehicle. The terms of this Agreement control the Agreement between You and Us. No change or modification to the written terms is valid. This Agreement is based on information You provided on the Declaration Page. Misrepresentation will result in rejection or cancellation of this Agreement. If a provision of this Agreement is or becomes illegal, invalid or unenforceable in any jurisdiction, that shall not affect the validity or enforceability in that jurisdiction of any other provision of this Agreement.
15. **Subrogation:** If You receive benefits under this Agreement and You have a right to recover from another party including, without limitation, any manufacturer, insurance company or service agreement provider who may be responsible to You for Costs, Repairs or Services under this Agreement, Your rights to recover automatically become Our rights to recover. If We ask, You agree to cooperate with Us in any matter concerning this Agreement or, to enforce Our rights.
16. You are covered during the Agreement Term. This Agreement applies only to repairs occurring within the continental United States of America, Alaska, Hawaii or Canada.

#### V. EXCLUSIONS – WHAT THIS AGREEMENT DOES NOT COVER

This Agreement excludes the following parts and services:



1. **General Exclusions:** This Agreement DOES NOT COVER OR PAY FOR ANY (1) consequential loss or damage whatsoever, including loss, damage or injury to person or property resulting from the failure of any parts of Your Vehicle, the Replacement of which are covered under the terms and conditions of this Agreement; (2) You rent Your Vehicle to someone else; (3) Your Vehicle is used for Commercial Use; (4) Your Vehicle is used for snow plowing, competition or speed events; (5) Your Vehicle is modified from the Manufacturer's original specifications regardless by whom or when the modifications were made; (6) For fraudulent representations to obtain this Agreement or when presenting a request for Repair under this Agreement; (7) Any damage that occurs outside the United States, Alaska, Hawaii or Canada; (8) Pre-Existing Condition(s); (9) Any repair, replacement or services performed without the Administrator's prior authorization unless outside of regular business hours; (10) And for costs covered by any Warranty, insurance policy or any other guarantee, regardless of whether they honor such a warranty or guarantee.
2. **Key/Remote Replacement:** Only lost or inoperable keys are covered for replacement under this agreement. Requests for additional keys and/or remotes not provided at time of agreement purchase are not covered.
3. **Roadside Assistance Exclusions:** The following are not covered under the Emergency Roadside Assistance: (1) Cost of parts, fluids, lubricants, or cost of fuel, material, additional labor relating to towing, or the cost of installation of products; (2) Non-emergency mounting or removing of any tires, snow tires, off-road tires, or similar items. Tire Repair at any location other than a roadside disablement site; (3) Trucks over one and a half ton capacity; (4) Service for any vehicles in tow; (5) Any and all fines; (6) Damage or disablement due to fire, flood or vandalism; (7) Towing from a service station, garage or repair shop. Service or repair work performed at a service station, garage or repair shop; (8) Service on a Vehicle that is not in a safe condition to be towed; (9) Non-emergency towing or other non-emergency service; (10) Impound towing or towing by other than an authorized service provider; a second tow for the same disablement. Towing or service on roads not regularly maintained, such as sand beaches, open fields, forests, and areas designated as not passable due to construction, etc. Towing at the direction of a law enforcement officer relating to traffic obstruction, impoundment, abandonment, illegal parking, or other violations of law; (11) Vehicle storage charges; (12) Coverage will not be provided in the event of emergencies resulting from the use of intoxicants or narcotics, or the use of the Vehicle in the commission of a felony; (13) Repeated service calls for a Vehicle in need of routine maintenance or repair. Only one disablement during any seventy-two (72) hour period will be accepted; (14) Service secured through any other source other than this program.

### INELIGIBLE VEHICLES

The following Vehicles are ineligible under this Agreement:

- 1) Any imported Vehicle that was not originally manufacturer to meet U.S. Federal Motor Vehicle Standards.
- 2) Any Vehicle that was reconstructed from salvage, declared a total loss, declared a lemon, or if the original manufacturer's warranty was voided for any reason.
- 3) Any Vehicle that is or will be used/equipped or identified as: farming, forestry, agriculture, welding, road construction or oil field industries; taxicab, rental, limousine, auto transport, shuttle or livery service, emergency response vehicles including police, fire, search and rescue, ambulance, paramedic, or security; mail carrier or any other pick up delivery services; waste removal, dump truck, hazardous material transportation; federal, state or city government, or military use; fleet/pool vehicles used by multiple drivers, or commercial use.
- 4) Any Vehicle equipped with a snow plow or lift kit/tire modification.
- 5) Any Vehicle that has the following characteristics: dump bed, step-van, high-cube van, incomplete vehicles, right hand steering vehicles, or Vehicles that have special bodies designed for commercial use.
- 6) All exotic vehicles, including, but not limited to: Alfa Romeo, Alpina, Ascari, Avanti, Bugatti Noble, Pagini, Panoz, Saleen, Spyker, TVR, Daewoo, Bentley, Lamborghini, Lotus, Maserati, Ferrari, Rolls Royce. Agreements received for such vehicle classes will be rejected.

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

### VI. CANCELLATION OF THIS AGREEMENT

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

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

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

### VII. TRANSFER OF THIS AGREEMENT

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

## VIII. ARBITRATION

PLEASE READ THIS ARBITRATION PROVISION CAREFULLY TO UNDERSTAND **YOUR** RIGHTS. IT PROVIDES THAT ANY CLAIM OR DISPUTE THAT **YOU** MAY HAVE IN THE FUTURE RELATING TO THIS AGREEMENT AND **YOUR** DEALINGS WITH **US** MUST BE RESOLVED THROUGH BINDING ARBITRATION.

1. Arbitration is a method of resolving any claim, dispute or controversy without filing a lawsuit. In this Arbitration Provision, **You, We,** and the **Administrator** (the "Parties") are waiving our right to go to court and are agreeing instead to submit any claims, disputes or controversies between the Parties to binding arbitration. This Arbitration Provision sets forth the terms and conditions of our agreement to binding arbitration. The Parties agree and acknowledge that the transaction evidenced by this **Agreement** affects interstate commerce and the Federal Arbitration Act ("Act") applies to this Arbitration Provision.

2. The Parties agree to resolve all claims, disputes and controversies (collectively "Claims") related in any way to this **Agreement** by binding arbitration, including but not limited to Claims related to the underlying transaction giving rise to this **Agreement**, and including further, without limitation, Claims arising under contract, tort, statute, regulation, rule, ordinance or other rule of law or equity. In addition, the arbitrator shall decide issues related to the applicability, scope and validity of this Arbitration Provision. Notwithstanding this agreement to arbitrate, each of the Parties retains the right to seek remedies in small claims court to resolve any Claim within the jurisdiction of small claims court. By signing this **Agreement**, **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 this **Agreement** between or among the Parties.

3. **YOU** AGREE AND HEREBY EXPRESSLY WAIVE ANY RIGHT **YOU** MAY HAVE TO LITIGATE IN SMALL CLAIMS COURT, STATE, COUNTY OR FEDERAL COURT ANY CLAIM ON A CLASS-ACTION BASIS OR IN ANY OTHER COLLECTIVE OR REPRESENTATIVE PROCEEDING AS EITHER A REPRESENTATIVE OR MEMBER OF A CLASS, OR AS A PRIVATE ATTORNEY GENERAL, OR TO OTHERWISE PURSUE ANY CLAIM IN A CLASS-ACTION IN SMALL CLAIMS, STATE, COUNTY OR FEDERAL COURT. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS ARBITRATION PROVISION, ANY DISPUTE REGARDING THE VALIDITY AND EFFECT OF THIS CLASS ACTION WAIVER PROHIBITING **YOU** FROM PARTICIPATING IN OR FILING A CLASS-ACTION IN ANY COURT SHALL BE DETERMINED EXCLUSIVELY BY A COURT.

4. The arbitration shall be administered by the American Arbitration Association ("AAA"). The arbitration shall be governed pursuant to the AAA Consumer Arbitration Rules (the "Code"). The arbitration will take place before a single, neutral arbitrator selected in accordance with the Code in effect at the time the arbitration is commenced. **You** have a right to attend the arbitration hearing in person. You may choose to have any arbitration hearing held in the county that **You** live in, the closest AAA location to **Your** residence, or via telephone. For information about how to initiate arbitration with the AAA, the Parties shall refer to the AAA Code and forms at [www.adr.org](http://www.adr.org) or call (800) 778-7879.

5. If **You** initiate arbitration with AAA, **You** must pay any AAA filing fee in effect at the time **You** initiate arbitration. **We** will pay all other remaining arbitration costs and expenses, including any remaining AAA costs or expenses and all remaining, reasonable professional fees for the arbitrator's services. If **We** initiate arbitration against **You**, **We** will pay **Your** filing fee and all costs associated with the arbitration. **We** shall bear the expense of **Your** reasonable and actual attorney's fees, as determined by the arbitrator, regardless of which party prevails in the arbitration; provided however, in the event the arbitrator determines one or more of **Your** Claims to be frivolous, **You** shall bear all of **Your** own expenses, including all attorney's fees.

6. 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.

7. 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 rather than in arbitration.

8. NOTHING HEREIN IS INTENDED OR SHOULD BE CONSTRUED AS CONSENT TO CLASS-ACTION OR REPRESENTATIVE ARBITRATION. BY SIGNING THIS **AGREEMENT**, THE PARTIES AGREE AND ACKNOWLEDGE THAT THERE IS NO AGREEMENT OF ANY KIND BETWEEN THE PARTIES TO CONDUCT ANY ARBITRATION ON A CLASS-ACTION OR COLLECTIVE BASIS, BY **YOU** AS A REPRESENTATIVE OF OTHERS, A PRIVATE ATTORNEY GENERAL OR A MEMBER OF A CLASS. THE PARTIES COLLECTIVELY AND **YOU**, INDIVIDUALLY, ACKNOWLEDGE AND DO NOT AGREE TO ARBITRATION OF ANY CLAIM HEREUNDER ON A CLASS-ACTION, COLLECTIVE OR REPRESENTATIVE BASIS UNDER ANY CIRCUMSTANCES.

9. If any portion of this Arbitration Provision is deemed invalid or unenforceable, the remaining portions of this Arbitration Provision shall nevertheless remain valid and enforceable, provided, however, that if the portions regarding **Your** waiver of class-action rights or the Parties' acknowledgement of no agreement as to class arbitration are deemed invalid or unenforceable, then this Arbitration Provision shall, upon election of any Party, be invalidated and unenforceable in its entirety.

10. In the event of a conflict or inconsistency between this Arbitration Provision and the other provisions of this **Agreement** or any prior agreement, this Arbitration Provision governs.

11. **YOU** SHALL HAVE THE RIGHT TO OPT OUT OF THIS AGREEMENT TO ARBITRATE BY PROVIDING WRITTEN NOTICE OF **YOUR** INTENTION TO DO SO TO **US** VIA CERTIFIED MAIL WITHIN THIRTY (30) DAYS OF THE EXECUTION OF THIS **AGREEMENT**.

## IX. 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 Contract has been denied or has not been honored within sixty (60) days after Your request, You may contact the California Department of Insurance at (800) 927-4357 or access the department's Internet Web site ([www.insurance.ca.gov](http://www.insurance.ca.gov)).

In Georgia, **Our** obligations under this **Agreement** are insured under an insurance policy issued by the Insurance Company of the South, 10151 Deerwood Park Blvd., Bldg. 100, Ste. 500, Jacksonville, FL 32256, Tel: (800) 888-2738.

In New York, Rhode Island, and Wisconsin, **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.

## X. STATE DISCLOSURES

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

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

**ARIZONA:** Nothing in this section prevents, limits, or waives **Your** rights to file a complaint against **Us**, Sidecars, Inc., or seek remedy available thereto, with the Arizona Department of Insurance. CANCELLATION section is amended as follows: A twenty-five-dollar (\$25) cancellation fee is applicable. **You** may cancel this **Agreement** by submitting a written request to the **Dealer/Seller** containing a copy of **Your Agreement** and the current mileage on **Your Vehicle**. During the first thirty (30) days from the **Agreement** Purchase Date, **We** or the **Dealer/Seller** will refund **You** one hundred percent (100%) of the **Agreement** Purchase Price with no deductions for any claims or pending claims. After the first thirty (30) days from the **Agreement** Purchase Date, **We** or the **Dealer/Seller** will refund **You** a pro-rated amount of the **Agreement** Purchase Price, based on the lesser of the months or miles remaining, less a twenty-five-dollar (\$25) cancellation fee. **We** may not cancel or void this **Agreement** or any provisions of this **Agreement** due to (1) **Our** acts or omissions in failing to provide correct information or to perform services or repairs in a timely, competent, and workmanlike manner, (2) prior use or unlawful acts relating to the covered parts, (3) **Our** misrepresentation, and (4) ineligibility of parts for coverage under the program.

**CALIFORNIA:** Performance to **You** under this **Agreement** is guaranteed by a California approved insurance company. If any promise made in the Contract has been denied or has not been honored within sixty (60) days after **Your** request, **You** may contact the California Department of Insurance at (800) 927-4357 or access the department's Internet Web site ([www.insurance.ca.gov](http://www.insurance.ca.gov)). **PRE-EXISTING CONDITIONS** section is amended as follows: a condition that existed prior to the purchase of the agreement. If **You** are not satisfied with the insurance company's response, **You** may contact the California Department of Insurance at (800) 927-4357. CANCELLATION section is amended as follows: **You** may cancel this **Agreement** by submitting a written request to the **Dealer** containing a copy of **Your Agreement**. If **You** request a cancellation during the first sixty (60) days from the **Agreement** Purchase Date, **We** will refund **You** one hundred percent (100%) of the **Agreement** Purchase Price, less any claims paid on **Your Agreement**. After the first sixty (60) days from the **Agreement** Purchase Date, **We** will refund **You** a pro-rated amount of the **Agreement** Purchase Price, based on the term remaining of the **Agreement**, less a cancellation fee of either ten percent (10%) of the **Agreement** Purchase Price or twenty-five dollars (\$25), whichever is less. **We** may cancel this **Agreement** during the first 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 this **Agreement**. Any refund will be sent to the **Covered Vehicle's** lienholder unless the lien is satisfied. **ARBITRATION** section is amended as follows: The arbitrators shall not have the power to commit errors of law or legal reasoning, and the award may be vacated or corrected on appeal to a court of competent jurisdiction for any such error. All arbitration shall be handled in accordance with the California Arbitration Act (California Code of Civil Procedure, Section 1280). All references to Commercial arbitration rules are replaced with Consumer arbitration rules. The class action waiver is deleted in its entirety. The fees and costs are amended to comply with California Code of Civil Procedure, Section 1284.3. The clause stating "It is understood and agreed that the transaction evidenced by this **Agreement** takes place in and substantially 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. If the warranty period is less than one (1) year, the coverage is automatically extended if the product is being repaired when the warranty expires. CANCELLATION section is amended as follows: **You** may cancel this **Agreement** at any time for any reason by submitting a written request to the **Dealer/Seller** containing a copy of **Your Agreement**.

**FLORIDA:** 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**. During the first sixty (60) 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 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 months remaining, less a fifty dollar (\$50) cancellation fee or five percent (5%) of the gross premium paid by **You**, whichever is less.

**We** may cancel this **Agreement** during the first sixty (60) days of the **Agreement** Purchase Date for any reason. After sixty (60) days, **We** may cancel this **Agreement** for material misrepresentation or fraud at time of sale or for non-payment of **Agreement** Purchase Price or if **You** have failed to maintain the covered parts as prescribed by the manufacturer. 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**. If **We** cancel this **Agreement** for non-payment of the **Agreement** Purchase Price by **You**, **We** shall provide **You** notice of cancellation by certified mail. If **Your Agreement** is financed, the Lienholder has the right to receive any portion of the cancellation refund amounts. If **Your** covered **Vehicle** is repossessed, stolen or declared a total loss, **You** authorize the Lienholder to cancel this **Agreement**. The

lienholder, if any, will be named on a cancellation refund check as their interest may appear. A forty dollar (\$40) transfer fee is applicable. **ARBITRATION** section is amended to add the following: Arbitration proceedings shall be conducted in the county in which the consumer resides. **The Agreement Purchase Price charged for this Contract is not subject to regulation by the FL Office of Insurance Regulation.**

**GEORGIA:** **ARBITRATION** does not apply in Georgia. CANCELLATION section is deleted in its entirety and replaced with the following: **We** may not cancel this **Agreement** except for material misrepresentation or fraud at time of sale or non-payment of **Agreement** Purchase Price. If **We** cancel this **Agreement**, **We** or the **Dealer/Seller** will refund **You** one hundred percent (100%) of the **Agreement** Purchase Price. Written notice of cancellation will be mailed to **You** at least ten (10) days prior to the cancellation of this **Agreement** for non-payment of the **Agreement** Purchase Price. At least thirty (30) days written notice of cancellation will be mailed to **You** for all other reasons. Cancellation will comply with Section 33-24-44 of the Georgia Code. Cancellation fee is not applicable. **You** may cancel this **Agreement** at any time. If **You** cancel this **Agreement** within the first thirty (30) days and no claims have been filed, **We** will refund the entire **Agreement** Purchase Price. If this **Agreement** is cancelled after the first thirty (30) days or a claim has been filed, **We** will refund the amount of the **Agreement** Purchase Price according to the pro-rata method reflecting the greater of the days in force or the miles driven. An administrative fee of ten percent (10%) of the pro-rata refund amount will be applied if the **Agreement** is cancelled by **You**. If **Your Agreement** is financed, the lender has the right to receive any portion of the cancellation refund amounts. If **Your Vehicle** is repossessed, stolen or declared a total loss, **You** authorize the lender to cancel this **Agreement**. The lienholder, if any, will be named on a cancellation refund check as their interest may appear.

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

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

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

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

**LOUISIANA:** CANCELLATION section is amended as follows: After thirty (30) 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. The refund will be based upon a pro-rata basis. In calculating a refund, no deduction shall be allowed for any claim that has been paid under the Agreement. If You have requested cancellation within the first thirty (30) days, full refund, minus any cancellation fee, shall be issued. Cancellation fees will not exceed fifty dollars (\$50). The "less any claims paid" language does not apply in the State of Louisiana.

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

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

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

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

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

**MISSISSIPPI:** CANCELLATION section is amended as follows: If We cancel the Agreement, written notice of such cancellation will be mailed to You not less than thirty (30) days prior to the effective date of such cancellation and will state the reason for cancellation; ten (10) days written notice will be mailed to You for non-payment of premium. ARBITRATION does not apply in Mississippi. This Agreement is not supported by a manufacturer or distributor.

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

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

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

ARBITRATION does not apply in Nevada. CANCELLATION section is deleted in its entirety and replaced with the following: You may cancel this Agreement by submitting a written request to the Dealer/Seller containing a copy of Your Agreement and the current mileage on Your Vehicle. During the first thirty (30) days from the Agreement Purchase Date, We or the Dealer/Seller will refund You one hundred percent (100%) of the Agreement Purchase Price. After the first thirty (30) days from the Agreement Purchase Date, We will refund You a pro-rated amount of the Agreement Purchase Price, less a twenty-five dollar (\$25) cancellation fee, within forty-five (45) days after the Agreement has been returned to Us. A ten percent (10%) penalty per month shall be added to a refund that is not made within forty-five (45) days of return of this Agreement to Us. We may cancel this Agreement during the first thirty (30) days of the Agreement Purchase Date for any reason. After thirty (30) days, We may cancel this Agreement for material misrepresentation or fraud by You at time of sale or non-payment of Agreement Purchase Price by You. If We cancel this Agreement, We or the Dealer/Seller will refund You one hundred percent (100%) of the Agreement Purchase Price. No claims paid on Your Agreement will ever be deducted from any refund issued pursuant to this Agreement in Nevada. If We cancel this Agreement, no cancellation will become effective until at least fifteen (15) days after the notice of cancellation is mailed to You. If Your Agreement is financed, the lender has the right to receive any portion of the cancellation refund amounts. If Your Vehicle is repossessed, stolen or declared a total loss, You authorize the lender to cancel this Agreement. In either case, no cancellation will become effective until at least fifteen (15) days after the notice of cancellation is mailed to You. This Agreement is non-renewable.

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

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

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

1. Your failure to pay an amount when due;

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

The right to void this **Agreement** is not transferable and applies to only the original **Agreement** holder. If **We** cancel the **Agreement**, notice of such cancellation will be delivered to **You** by registered mail fifteen (15) days prior to cancellation. The notice of cancellation will state the reason for cancellation and will include any reimbursement required. The cancellation will be effective as of the date of termination as stated in the notice of cancellation. A ten percent (10%) penalty per month shall be added to a refund that is not made within thirty (30) days of return of this **Agreement** to **Us**. The cancellation fee does not apply in New Mexico.

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

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

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

**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. at (855) 321-6118 or 43100 Cook Street, Suite 200, Palm Desert, CA 92211.**

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**. 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** one hundred percent (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** during the first thirty (30) days of the **Agreement** Purchase Date for any reason. After thirty (30) days, **We** may cancel this **Agreement** for material misrepresentation or fraud at time of sale or for 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, less the cost of service provided under this **Agreement**. If **Your Agreement** is financed, the lienholder 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 lienholder to cancel 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 a district court of Oklahoma. **OREGON:** ARBITRATION does not apply in Oregon.

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

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

**UTAH:** Coverage afforded under this **Agreement** is not guaranteed by the Utah Property and Casualty Guaranty Association. This **Agreement** is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department. CLAIMS PROCEDURES section is amended as follows: If **You** fail to give any notice or file any proof of loss required by this **Agreement** within the time specified in this **Agreement**, it does not invalidate a claim made by **You** if **You** show that it was not reasonably possible to give the notice or file the proof of loss within the prescribed time and that notice was given or proof of loss was filed as soon as reasonably possible. CANCELLATION section is amended as follows: If **We** cancel this **Agreement**, **We** will provide written notice of cancellation, including the actual reason for the cancellation, to the last known mailing address at least:

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

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

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

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

**We** may cancel this **Agreement** during the first thirty (30) days for the **Agreement** Purchase Date for any reason. After thirty (30) days, **We** may cancel this **Agreement** non-payment of **Agreement** Purchase Price by the **Dealer/Seller** to **Us**, or for material misrepresentation or fraud at time of sale. If **We** cancel this **Agreement**, **We** or the **Dealer/Seller** will refund **You** 100% of the **Agreement** Purchase Price. If **We** cancel this **Agreement**, **We** shall mail written notice to **You** at **Your** last known address no less than twenty-one (21) days prior to the effective date of the cancellation. The notice shall state the effective date and the reason for cancellation.

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

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

**WEST VIRGINIA:** The cancellation fee does not apply in West Virginia. ARBITRATION section is amended as follows: If both parties agree to arbitrate, each party will select an arbitrator. The two arbitrators will select a third arbitrator. If they cannot agree upon the selection of a third arbitrator within thirty (30) days, both parties must request that selection of a third arbitrator be made by a judge of a court having jurisdiction. Local rules of law as to procedure and evidence will apply. Payment of the arbitrator's fee shall be made by **Us** if coverage is found to exist. If coverage is not found, each party will: (a) pay its chosen arbitrator; and (b) bear the other expenses of the arbitrator equally. Section B. GENERAL PROVISIONS is amended as follows: If a covered **Claim** is not paid within fifteen (15) working days from the agreed upon settlement, **You** may file a **Claim** directly with Lyndon Southern Insurance Company.

SAMPLE