



Vehicle Coverage

Customer					
CUSTOMER'S NAME		CO-CUSTOMER'S NAME		CONTRACT NUMBER	
PHONE NUMBER	EMAIL ADDRESS				
STREET ADDRESS		CITY	STATE	ZIP	

Seller			
NAME		PHONE NUMBER	SELLER ID NUMBER
STREET ADDRESS		CITY	STATE ZIP

Vehicle					
YEAR	MAKE	MODEL		VIN	
CLASS	VEHICLE PURCHASE DATE	IN-SERVICE DATE	CURRENT ODOMETER	VEHICLE PURCHASE PRICE	
STOCK NUMBER	DEAL NUMBER	PRODUCER ID	PROCESSING NUMBER	CERTIFICATION	
LIENHOLDER		LIENHOLDER ADDRESS			

Coverage					
COVERAGE PLAN (SELECT ONLY ONE)	PREMIER <input type="checkbox"/>	PREMIER ISD <input type="checkbox"/>	PREMIER FLEX <input type="checkbox"/>	OFFICE USE ONLY	
	STANDARD <input type="checkbox"/>	CLASSIC <input type="checkbox"/>	POWERTRAIN <input type="checkbox"/>		
	TECH <input type="checkbox"/>	TECH ISD <input type="checkbox"/>	TECH FLEX <input type="checkbox"/>		
OPTIONAL BENEFITS	DEDUCTIBLE WAIVER <input type="checkbox"/>	SUSPENSION MODIFICATION <input type="checkbox"/>	COMMERCIAL USE <input type="checkbox"/>	SNOW PLOW <input type="checkbox"/>	
CONTRACT TERM (MONTHS)	CONTRACT TERM (MILEAGE)	DEDUCTIBLE (\$100 IF BLANK)	CONTRACT PURCHASE PRICE	CONTRACT SALES TAX	CONTRACT PURCHASE DATE
RENTAL BENEFIT					
REIMBURSEMENT LIMITS:		\$ 35.00	\$ 175.00		
		PER EIGHT (8) HOURS OF LABOR OR PORTION THEREOF REQUIRED FOR THE REPAIR	AGGREGATE LIMIT PER BREAKDOWN		

By signing below, I agree to the terms and conditions of this EG Assurance Vehicle Coverage contract ("Contract"). I acknowledge and agree that purchase of this Contract is voluntary and is not a requirement to finance, purchase, lease, or register the Vehicle.

Customer's Signature	Date	Seller Representative's Acknowledgement

Customer Service: 855-342-4970 | Claims: 855-342-0321 | Roadside Assistance: 800-644-1020

The Provider and Administrator of this Contract is: Ethos Group, Inc., P.O. Box 140249, Irving, Texas 75014-0249 | www.egassurance.com
 In Louisiana, Maryland, North Carolina, and Wisconsin, Provider and Administrator is Ethos Administrative Services, Inc.

Definitions

1. "**Breakdown**" means the operational or structural failure of a Covered Part caused by normal wear and tear, defects in materials, or defects in workmanship where such failure is determined by Provider to be outside of the Manufacturer's specifications and tolerances for the Covered Part.
2. "**Contract Purchase Date**" means the date Customer purchases this Contract.
3. "**Contract Term**" means the period during which Customer is eligible for Coverage. See the "Coverage Plan" section to determine how Customer's Contract Term is measured.
4. "**Coverage**" means the Coverage Plan indicated in the Coverage box on page 1 and any other services and benefits provided by this Contract.
5. "**Covered Part**" means a part included in the indicated Coverage Plan.
6. "**Current Odometer**" means the mileage reading on the Contract Purchase Date. See the Vehicle box on page 1.
7. "**In-Service Date**" means the effective date of the Manufacturer's limited warranty, which may not be the same as the Vehicle Purchase Date. If this box is blank, then In-Service Date is deemed to be January 1 of the Vehicle's model year.
8. "**Lubricated Part**" means a part that requires lubrication to properly perform its function.
9. "**Manufacturer**" means the Vehicle's manufacturer.
10. "**Provider**" and "**Administrator**" means the party obligated to perform under this Contract. Provider is Ethos Group, Inc.; or, in Louisiana, Maryland, North Carolina, and Wisconsin, Provider and Administrator are Ethos Administrative Services, Inc. Provider's contact information is: P.O. Box 140249, Irving, Texas, 75014-0249, Toll Free 855-342-4970. This Contract is between Provider and Customer.
11. "**Repair Facility**" means a company authorized to do business in the state where repairs are performed, and that provides at least a 12 month / 12,000 mile limited warranty on parts and labor.
12. "**Seller**" means the dealership where the Contract was sold/issued. Seller is not a party of the Contract.
13. "**Zero Odometer**" means an odometer reading of zero miles.

Provider's Obligations

If: (1) a Breakdown of a Covered Part occurs during the Contract Term; (2) Customer has fulfilled each of Customer's obligations under this Contract; and (3) Coverage is not otherwise excluded, then Provider will provide for the repair or replacement of Covered Parts identified in the Coverage Plan indicated on page 1. Provider will also provide any other services and benefits indicated in this Contract.

Customer's Obligations

In order to receive Coverage, Customer must fulfill each of the following obligations:

1. **Maintain the Vehicle.** Customer must properly maintain the Vehicle as required by the Vehicle's owner's manual; and as needed due to Customer's personal driving habits, road conditions, and climate conditions. Such maintenance includes, but is not limited to: monitoring and maintaining correct types and levels of fluids, fuels, lubricants, and coolants. Customer must retain all maintenance records, showing the date, mileage, and service performed. Upon Provider's reasonable request, Customer must provide copies of such maintenance records. If Customer personally performs the maintenance services, then Customer must keep a maintenance log and all associated receipts for parts and fluids. This log must indicate the date, mileage, and description of services performed.
2. **Protect the Vehicle.** In the event of an actual or potential Breakdown, Customer must use all reasonable means to protect the Vehicle from further damage, including stopping the Vehicle when a warning light is triggered. No Coverage will be provided for damage caused by continued operation of the Vehicle in such situations.
3. **Pay the Deductible and Fees.** Customer must pay the Deductible for each repair visit caused by a Breakdown or series of Breakdowns related in time or cause. After the Deductible for the repair or replacement of a Covered Part has been paid, then the Deductible will not be required if the same Covered Part experiences a Breakdown during the Contract Term. Customer must also pay for any diagnostic or teardown fees for non-covered repairs. If "Deductible Waiver" in the Coverage box on page 1 is selected, and the Customer uses the Seller's Repair Facility, then Customer is not required to pay the Deductible.
4. **Provide Receipts.** Upon Provider's reasonable request, Customer must provide copies of receipts for any services provided under this Contract.
5. **File a Claim.** To file a claim, Customer must follow the step-by-step procedure in the "Claims" section of this Contract.

Coverage Plan

During the Contract Term and unless excluded by the section "Limitations and Exclusions", Customer's indicated Coverage Plan provides for the repair or replacement of Covered Parts, as defined below. Headings are provided for reference and are not Covered Parts.

Powertrain Coverage Plan

If Customer's indicated Coverage Plan is the "Powertrain Coverage Plan", then Covered Parts are only those listed below. Customer's Contract Term expires at the earlier of the months or mileage indicated in the Coverage box on page 1. For this Coverage Plan, Contract Term months are measured from the **Contract Purchase Date**, and Contract Term mileage is measured from **Current Odometer**.

1. **Engine System.** Engine cylinder block and cylinder heads, all internal Lubricated Parts in the engine cylinder block and cylinder heads, cam timing actuator, cam timing solenoid, dipstick, engine mounts, engine oil cooler lines, exhaust manifolds, harmonic balancer, intake manifold, oil pan, timing belt, timing chain, timing cover, timing gears, turbocharger, supercharger, and valve covers.
2. **Transmission/Transaxle System.** Transmission / transaxle case, all internal Lubricated Parts in the transmission / transaxle case, dipstick, flex plate, neutral safety switch, output shaft speed sensor, shifter, shifter cable / linkage, torque converter, transmission cooler lines, transmission control module, transmission mounted speed sensor, transmission mounts and vacuum modulator.
3. **Drive Axle System.** Drive axle housing, all internal Lubricated Parts in the drive axle housing, constant velocity joints, constant velocity joint boots, drive shafts, and universal joints.
4. **Transfer Case System.** Transfer case, all internal Lubricated Parts in the transfer case, four wheel drive actuator, four wheel drive switch, four wheel drive solenoid, and transfer case sensor.
5. **Hybrid/Electric Vehicle (EV) Systems.** Hybrid / EV battery supply assembly, hybrid / EV battery coolant pump, hybrid / EV battery cooling fan motor, hybrid / EV generator, hybrid / EV motor, input damper, and inverter / converter.

Classic Coverage Plan

If Customer's indicated Coverage Plan is the "Classic Coverage Plan", then Covered Parts are only those listed below. Customer's Contract Term expires at the earlier of the months or mileage indicated in the Coverage box on page 1. For this Coverage Plan, Contract Term months are measured from the **Contract Purchase Date**, and Contract Term mileage is measured from **Current Odometer**.

1. **Powertrain Coverage.** All parts listed in the "Powertrain Coverage Plan", and seals and gaskets on those parts.
2. **Climate Control System.** Accumulator / dryer, actuator, blower motor, blower motor relay, blower motor resistor, blower motor switch, compressor, compressor clutch, compressor pulley, condenser, evaporator, expansion valve, heater control valve, heater core, Heating Ventilation Air Conditioning (HVAC) control head, orifice tube, pressure sensor, and pressure switch.
3. **Engine Cooling System.** Engine cooling fan motor, radiator, radiator fan, radiator fan clutch, thermostat, water pump, and water neck outlet.
4. **Fuel System.** Accelerator pedal sensor, fuel delivery pump, fuel gauge, fuel injectors, fuel pressure regulator, fuel sending unit, fuel tank, intake manifold runner control, metal fuel delivery lines, and throttle body.
5. **Brake System.** Anti-lock Brake System (ABS) accumulator, ABS control module, ABS motor, ABS pump, ABS reservoir, ABS wheel speed sensors, compensating valve, disc brake calipers, hydraulic lines, hydraulic line fittings, master cylinder, power brake cylinder, vacuum assist booster, vacuum brake booster pump, and wheel cylinders.
6. **Electrical System (Engine / Chassis).** Alternator, body control module, camshaft sensor, coolant temperature sensor, crankshaft angle sensor, cruise control module, cruise control servo / transducer, cruise control switch, generator, fuse box, idle speed motor, ignition coil pole pieces, ignition module, junction box, starter motor, starter solenoid, manifold pressure sensor, manifold temperature sensor, mass air flow sensor, oxygen sensor, primary fuel injection computer, throttle position sensor, vehicle speed sensor, voltage regulator, and wiring harness.

Standard Coverage Plan

If Customer's indicated Coverage Plan is the "Standard Coverage Plan", then Covered Parts are only those listed below. Customer's Contract Term expires at the earlier of the months or mileage indicated in the Coverage box on page 1. For this Coverage Plan, Contract Term months are measured from the **Contract Purchase Date**, and Contract Term mileage is measured from **Current Odometer**.

1. **Powertrain Coverage.** All parts listed in the “Powertrain Coverage Plan”, and seals and gaskets on those parts.
2. **Climate Control System.** Accumulator / dryer, actuator, blower motor, blower motor relay, blower motor resistor, blower motor switch, compressor, compressor clutch, compressor pulley, condenser, evaporator, expansion valve, heater control valve, heater core, Heating Ventilation Air Conditioning (HVAC) control head, orifice tube, pressure sensor, and pressure switch.
3. **Suspension System.** Control arm bearings, control arm bushings, control arm shafts, control arms, radius arm bushings, radius arms, stabilizer bars, stabilizer bushings, stabilizer links, spindles, torsion bars, and wheel bearings.
4. **Brake System.** Anti-lock Brake System (ABS) accumulator, ABS control module, ABS motor, ABS pump, ABS reservoir, ABS wheel speed sensors, compensating valve, disc brake calipers, hydraulic lines, hydraulic line fittings, master cylinder, power brake cylinder, vacuum assist booster, vacuum brake booster pump, and wheel cylinders.
5. **Steering System.** Steering gear box, steering rack, all internal Lubricated Parts in the steering gear box or steering rack, power steering pump, steering column shaft, and steering column shaft couplings.
6. **Engine Cooling System.** Engine cooling fan motor, radiator, radiator fan, radiator fan clutch, thermostat, water pump, and water neck outlet.
7. **Fuel System.** Accelerator pedal sensor, fuel delivery pump, fuel gauge, fuel injectors, fuel pressure regulator, fuel sending unit, fuel tank, intake manifold runner control, metal fuel delivery lines, and throttle body.
8. **Electrical System (Engine / Chassis).** Alternator, body control module, camshaft sensor, coolant temperature sensor, crankshaft angle sensor, cruise control module, cruise control servo / transducer, cruise control switch, generator, fuse box, idle speed motor, ignition coil pole pieces, ignition module, junction box, starter motor, starter solenoid, manifold pressure sensor, manifold temperature sensor, mass air flow sensor, oxygen sensor, primary fuel injection computer, throttle position sensor, vehicle speed sensor, voltage regulator, and wiring harness.
9. **Electrical System (Other).** Brake light switch/pedal position sensor, convertible top motor, convertible top motor switch, dome light switch, door module, door ajar switch, driver information gauges/indicators relating to the operation of the Vehicle, exterior lighting circuit board, external mirror switch, fog light switch, headlight switch, ignition lock cylinder switch, power antennae motor, power door lock actuator, power door lock switch, power seat motor, power seat switch, power window motor, power window motor switch, power window regulator, rear window defroster switch, sliding door motor, sunroof motor, sunroof motor switch, tail light circuit board, turn signal switch, windshield wiper delay switch, windshield wiper module, windshield wiper motors, windshield wiper switch, and wiring harness.

Premier Coverage Plan

If Customer's indicated Coverage Plan is the “Premier Coverage Plan”, then Covered Parts are all parts of the Vehicle, except those identified under the “Limitations and Exclusions” section. Customer's Contract Term expires at the earlier of the months or mileage indicated in the Coverage box on page 1. For this Coverage Plan, Contract Term months are measured from the **Contract Purchase Date**, and Contract Term mileage is measured from **Zero Odometer**.

Premier ISD Coverage Plan

If Customer's indicated Coverage Plan is the “Premier ISD Coverage Plan”, then Covered Parts are all parts of the Vehicle, except those identified under the “Limitations and Exclusions” section. Customer's Contract Term expires at the earlier of the months or mileage indicated in the Coverage box on page 1. For this Coverage Plan, Contract Term months are measured from the **In-Service Date**, and Contract Term mileage is measured from **Zero Odometer**.

Premier Flex Coverage Plan

If Customer's indicated Coverage Plan is the “Premier Flex Coverage Plan”, then Covered Parts are all parts of the Vehicle, except those identified under the “Limitations and Exclusions” section. Customer's Contract Term expires at the earlier of the months or mileage indicated in the Coverage box on page 1. For this Coverage Plan, Contract Term months are measured from the **Contract Purchase Date**, and Contract Term mileage is measured from **Current Odometer**.

Tech Coverage Plan

If Customer's indicated Coverage Plan is the “Tech Coverage Plan”, then Covered Parts are only those listed below. Customer's Contract Term expires at the earlier of the months or mileage indicated in the Coverage box on page 1. For this Coverage Plan, Contract Term months are

measured from the **Contract Purchase Date**, and Contract Term mileage is measured from **Zero Odometer**.

1. **Active Noise Control (ANC).** ANC microphones, speakers, sensors; ANC module.
2. **Adaptive Cruise Control (ACC).** ACC cameras, lasers, radars, sonars, sensors; ACC module; ACC audible/ visual/vibrating/tactile warning devices; ACC solenoids, servos, motors; and ACC touch screen/display screen.
3. **Audio/Entertainment/Radio (front and rear).** Head unit; USB ports; auxiliary data input jacks; speakers; CD/DVD/Blu-ray players; hard drives; remotes; satellite and AM/FM/HD antenna; Wi-Fi and Bluetooth transmitters and receivers; Bluetooth microphone; speed sensitive volume control; and touch screens/display screens.
4. **Automatic Emergency Braking (AEB) comprised of: Dynamic Brake Support (DBS), Crash Imminent Braking (CBS).** AEB cameras, lasers, radars, sonars, sensors; AEB modules; AEB audible/ visual/vibrating/tactile warning devices; AEB solenoids, servos, motors; and AEB touch screen/display screen.
5. **Blind Spot Monitor (BSM).** BSM cameras, lasers, radars, sonars and sensors and module; BSM audible/ visual/vibrating/tactile warning devices; BSM solenoids, servos, and motors; and BSM touch screen/display screen.
6. **Backup Warning System (BWS) and/or Rear Cross Traffic Alert (RCTA).** BWS/RCTA cameras, lasers, radars, sonars and sensors and module; BWS/RCTA audible/ visual vibrating/tactile warning devices; BWS/RCTA solenoids, servos, and motors; and BWS touch screen/display screen.
7. **Forward Collision Warning (FCW).** FCW cameras, lasers, radars, sonars and sensors and module; FCW audible/visual/vibrating/tactile warning devices; FCW solenoids, servos, motors; and FCW touch screen/display screen.
8. **GPS Navigation.** GPS antennae and receiver; GPS navigation touch screen /display screen.
9. **Heads Up Display (HUD).** HUD projector, combiner, and module.
10. **Lateral Support (LS) comprised of: Lane Centering Assist (LCA), Lane Departure Warning (LDW), Lane Keeping Assist (LKS).** LS cameras, lasers, radars, sonars, sensors; LS module; LS audible/ visual/vibrating/tactile warning devices; LS solenoids, servos, motors; and LS touch screen/display screen.
11. **Rear Camera.** Camera and display screen.
12. **Pedestrian Detection.** Pedestrian Detection System.
13. **Night Vision Assist (NVA).** Infrared illuminator and sensor; thermal imager; NVA module; NVA audible/ visual/vibrating/tactile warning devices; and NVA touch screen/display screen.
14. **Parking Assist (PA).** PA cameras, lasers, radars, sonars, sensors; PA module; PA audible/ visual/vibrating/tactile warning devices; PA solenoids, servos, motors; and PA touch screen/display screen.
15. **Rain Sensing Wipers (RSW).** RSW sensor and module.

Tech ISD Coverage Plan

If Customer's indicated Coverage Plan is the “Tech ISD Coverage Plan”, then Covered Parts are the same Covered Parts as are listed under the **Tech Coverage Plan** section. Customer's Contract Term expires at the earlier of the months or mileage indicated in the Coverage box on page 1. For this Coverage Plan, Contract Term months are measured from the **In-Service Date**, and Contract Term mileage is measured from **Zero Odometer**.

Tech Flex Coverage Plan

If Customer's indicated Coverage Plan is the “Tech Flex Coverage Plan”, then Covered Parts are the same Covered Parts as are listed under the **Tech Coverage Plan** section. Customer's Contract Term expires at the earlier of the months or mileage indicated in the Coverage box on page 1. For this Coverage Plan, Contract Term months are measured from the **Contract Purchase Date**, and Contract Term mileage is measured from **Current Odometer**.

Rental Car

1. If a Breakdown is covered by this Contract, then Customer is eligible to be reimbursed for vehicle rental or ride-sharing expenses incurred during repair of such Breakdown or series of Breakdowns related in time or cause. Rental must be from a licensed rental agency.
2. **The amount Provider will reimburse is the Reimbursement Limits on Page 1.**

Roadside Assistance: Call 800-644-1020

Customer may request the following roadside assistance services by calling toll free 800-644-1020:

1. **Towing.** Towing service of the Vehicle up to 100 miles, per occurrence, to a Repair Facility. Customer is responsible for the cost of additional towing miles;
2. **Jump Starts.** Boosts or jump starts for the Vehicle's weak or dead battery;
3. **Flat Tire Changes.** Tire changes with an inflated spare provided by Customer;
4. **Fluid Delivery.** Delivery of an emergency supply of fuel, oil, or coolant if necessary for continued safe operation of the Vehicle. Customer is responsible for the cost of fluids;
5. **Lockout Assistance.** Lockout services if keys are locked inside the Vehicle; and
6. **Notification Services.** Reasonable notification services to friends, family, business associates, emergency services including police, and/or such other appropriate persons.

If Customer elects to not use Provider's roadside assistance, and uses a licensed provider of Customer's choice to provide the above services, then Customer is limited to a reimbursement of \$100 per occurrence.

Deductible Reimbursement

If a repair of a Covered Part is provided by the Manufacturer's limited warranty, then Customer is eligible to be reimbursed by Provider for the deductible paid, less the Deductible under this Contract.

Trip Protection

1. **Short Distance.** If a covered Breakdown occurs more than 100 miles from Customer's residence, and the Vehicle is kept overnight for at least one (1) night by the Repair Facility, then Customer is eligible for reimbursement of lodging and meal expenses. Limit is \$200 per day the Vehicle is kept at the Repair Facility, and three (3) days total per Breakdown or series of related Breakdowns.
2. **Long Distance.** If a covered Breakdown occurs more than 200 miles from Customer's residence, and the Vehicle is kept overnight by the Repair Facility for more than two (2) consecutive nights, then in addition to the "Short Distance" benefit above, Customer is eligible for reimbursement of rental car, ride sharing, bus, train, or airline expenses incurred within the first seventy two (72) hours following the covered Breakdown. Reimbursement is limited to \$500 per Breakdown or series of related Breakdowns.

Claims

In order to make a claim for repairs, Customer must follow this step-by-step process, as applicable:

1. **Go to Repair Facility.** Customer must transport the Vehicle to a Repair Facility. If the Vehicle is within a 50 mile radius of the Seller's Repair Facility, Customer should transport the Vehicle to the Seller's Repair Facility; otherwise, Customer must contact Provider for instructions prior to starting repairs. If "Deductible Waiver" in the Coverage box on page 1 is marked "Yes", and the Customer uses the Seller's Repair Facility, then Customer is not required to pay the Deductible.
2. **Authorize Diagnosis.** Customer must authorize the Repair Facility to diagnose the problem, including if applicable, inspection and/or teardown of the failed part or failed assembly.
3. **Obtain Provider's Authorization.** Prior to commencing any repair, Customer must: (a) instruct the Repair Facility to obtain authorization from Provider, and (b) verify that the Repair Facility has obtained authorization. If the Vehicle requires a repair outside Provider's normal business hours, then Customer must contact Provider on the next business day to submit the claim. For repairs outside Provider's normal business hours, Customer's claim will not be denied solely for lack of prior authorization.

Limitations and Exclusions

1. **Ineligible Parts.** This Contract does not cover air vents, ashtrays, accessory drive belts, engine cranking / starting batteries (12 volt), remote / keyless entry batteries, battery cables, brake drums, brake linings, brake pads, brake rotors, bright metal, body panels, body seals, bumpers, canvas top, carpeting, catalytic converters, chassis frame, chrome, clear coat, coolant hoses, cup holders, distributor cap, distributor rotor, exhaust collectors, exhaust flanges, exhaust flex pipes, exhaust hangers, exhaust insulators, exhaust pipes, exhaust resonators, exhaust shields, exhaust tips, fabric top, fiberglass top, fuel hoses, glass, headlights, headliner, heater hoses, interior covers / trim, lenses, light bulbs, manual clutch disc, manual clutch pilot bearing, manual clutch pressure plate, manual clutch

throw out bearing, muffler, moldings, paint, particulate filter, PCV valves, rims, shock absorbers, struts, strut inserts, spark plugs, spark plug wires (or their equivalents), tail pipes, tires, trim, trim rings, upholstery, vacuum hoses, valve stems, vinyl top, weather stripping, wheel covers, wheels, windshield, wiper blades, and any other part not identified as a Covered Part in Customer's indicated Coverage Plan.

2. **Non-Covered Technology.** Coverage does not include the costs of: satellite radio subscription service(s); apps; downloaded internet content; satellite or Wi-Fi connections; data plans or data transmission; upgrading or replacing outdated, lost, stolen, or damaged navigation DVDs, USBs, or downloads; software upgrades or maps; repairs, replacement, or updates to external devices, or their software cables that may connect to the Vehicle (such as smart phones, USB sticks, external hard drives, wireless headphones, etc.); lost software, media, or data; or preventing, detecting, or removing a virus, Trojan horse, time bomb, cancelbot, lock, or other code or computer programming routing that has contaminating or destructive properties.

3. **Other Coverage.** Coverage will not be provided to the extent coverage is available under a manufacturer's, Seller's, repairer's or other warranty; other service agreement; insurance policy; service bulletin; or factory recall. This limitation applies even if the obligated party has ceased business operations or has entered any stage of bankruptcy proceedings at the time of Customer's claim.

4. **Maintenance.** This Contract does not cover maintenance services such as oil changes, wheel balances, engine tune-ups, headlight alignment, turning brake drums, rotors, and air conditioning recharge.

5. **Incidentals.** This Contract does not cover incidental items such as gas, oil, grease, lubricants, additives, coolants, refrigerants, filters, accessory drive belts or suspension alignments unless required for the repair of a Covered Part.

6. **Physical Damage.** No Coverage is provided for Breakdown from physical damage causes, including but not limited to: accidents, acid rain, airborne fallout, animals, chemicals, collision, corrosion, earthquakes, electrical fire or meltdown, electrolysis, explosion, fire, flooding, freezing, hail, ice, insects, lightning, nuclear incident, ocean spray, pests, rust, salt, smoke, snow, tree, sap, volcanic activity, windstorm, water, or any other similar cause.

7. **Criminal Acts/War.** No Coverage is provided for Breakdown or damage caused by theft, vandalism, riots, civil commotion, other criminal acts, or acts of war.

8. **Vehicle Misuse.** No Coverage is provided if Breakdown is caused by Vehicle misuse, including but not limited to: abuse, neglect, failure to protect the Vehicle, overheating, off-roading, over-revving the engine, spinning the tires, racing, any form of competition, loading the Vehicle in excess of its gross vehicle weight rating, towing by the Vehicle unless it is designed by the Manufacturer for towing and the towing loads do not exceed the Vehicle's rated tow capacity, towing of the Vehicle unless it is equipped by the Manufacturer to be towed, or any other use not recommended by the Manufacturer.

9. **Commercial Use.** No Coverage is provided if the Vehicle is used for a Commercial Use at any time during the Contract Term. "Commercial Use" means use as a fleet vehicle driven by multiple individuals, rental vehicle, taxi or use for livery service, shuttle service, construction, commercial hauling, postal service, or emergency service (fire, police, ambulance, etc.). If "Commercial Use" in the Coverage box on page 1 is selected, then this Section 9 does not apply.

10. **Snow Plow.** No Coverage is provided if the Vehicle is equipped or is used to plow snow at any time during the Contract Term. If "Snow Plow" in the Coverage box on page 1 is selected, then this Section 10 does not apply.

11. **Prohibited Modifications.** No Coverage is provided if a Prohibited Modification is performed by Customer or was performed with Customer's knowledge. "Prohibited Modification" means conversion to a flatbed, or any other modification not recommended by the Manufacturer, unless Provider gives written consent to such modification or is otherwise permitted in this Contract.

12. **Improper Maintenance.** No Coverage is provided if Breakdown is caused by improper maintenance during Customer's ownership of the Vehicle, including but not limited to: failure to perform the Manufacturer's specified maintenance; failure to replace seals and gaskets; restricted oil or coolant passages; restricted filters; failure

to maintain the correct type and quantity of non-contaminated fluids, fuels, coolants, refrigerants, or lubricants.

13. **Improper Servicing.** No Coverage is provided if Breakdown is caused by improper adjustment, servicing, or repair.

14. **Additions.** No Coverage is provided if additions are made to the Vehicle by Customer or with Customer's knowledge, unless the addition is performed by or recommended by the Manufacturer, including but not limited to: sunroofs, suspension lift or lowering kits, oversize tires or wheels, undersize tires or wheels, offset wheels, racing components, ECM reprogramming, ECM replacement, adaptive vehicle controls, chair lifts, chair hoists, chair ramps, audio systems, video systems, alarm systems, navigation systems, and remote starting systems. If the "Suspension Modification" optional benefit in the Coverage box on page 1 is selected, then the exclusion of suspension lift or lowering kits, oversize tires, and undersize tires does not apply.

15. **Pre-Existing Defects.** No Coverage is provided for a Breakdown that existed on or prior to the Contract Purchase Date and that would have been obvious and apparent if that part was inspected at the time of purchase.

16. **Non-Covered Part.** No Coverage is provided for a Breakdown of a Covered Part caused by the failure of a non-covered part.

17. **Failure to Repair/Continued Operation.** No Coverage will be provided for damage caused by the failure to repair a Vehicle component, or continued operation of the Vehicle after a Breakdown, as described in the "Customer's Obligations" section.

18. **Odometer Failure.** No Coverage is provided if the Vehicle's odometer does not properly record the Vehicle's actual mileage, and Customer fails to repair it and have the mileage certified with thirty (30) days of odometer failure date.

19. **Geographic Area.** No Coverage is provided for services performed outside of the 50 United States, Washington D.C., or Canada.

20. **Default.** No Coverage is provided if Customer financed this Contract through a premium finance company, and Customer's loan is delinquent.

21. **No Breakdown.** Coverage does not include the repair or replacement of a Covered Part that has not experienced a Breakdown, or a component which is not necessary to the completion of the covered repair. For example, Coverage does not include: adjustments; repairs to improve engine compression, reduce oil consumption, or reduce fuel consumption; programming, re-programming or updating a component of a Covered Part that has not experienced a Breakdown; repairs to the Climate Control System if the A/C system cools to the Manufacturer's specifications; repair of air leaks, rattles, squeaks, water leaks, wind noise; or repair to address seepage or a minor loss of fluid.

22. **Branded Vehicles.** No Coverage is provided for a Branded Vehicle. A "Branded Vehicle" means a vehicle whose certificate of title indicates: (a) a salvage title, (b) that the vehicle was stolen, (c) that an insurance carrier insuring the vehicle determined that the physical damage to the vehicle exceeded the value of the vehicle, (d) that its Manufacturer's warranty has been voided, or (e) the vehicle was repurchased by its manufacturer.

23. **Replacement Parts.** Replacement parts may be of like kind and quality and may include the use of new, remanufactured, or recycled parts as determined by Provider.

24. **Reasonable Price.** Provider's liability for each repair covered by this Contract will not exceed a Reasonable Price. "Reasonable Price" means the fair and reasonable price to diagnose, repair, and/or replace a Covered Part as determined in Provider's sole and reasonable discretion. The Reasonable Price is based on the number of labor hours required to perform the repair or replacement services as determined by the current nationally-recognized flat rate manual used by the Repair Facility; the prevailing labor rate for the repair location; the current price of parts, which will not exceed the manufacturer's list price; and any applicable sales tax required by law. The Reasonable Price does not include shop supply charges and environmental fees imposed by the Repair Facility.

25. **Single Claim Limit.** Provider's liability for a single claim or claims related in time or cause will not exceed the retail value of the Vehicle according to the J.D. Power standards immediately preceding the Breakdown.

26. **Aggregate Limit.** Provider's liability for all benefits under this Contract will not exceed the retail value of the Vehicle according to the J.D. Power standards on the Contract Purchase Date.

27. **Consequential Damages.** Provider will not be responsible for Consequential Damages. "Consequential Damage" means damages that arise indirectly from a Breakdown, including but not limited to: damage to a non-covered part, loss of time or use, inconvenience, loss of profits / savings, property damage, personal injury, death, and attorney's fees.

28. **Misdiagnosis.** Provider reserves the right to refuse a repair that it determines has been misdiagnosed by a Repair Facility.

29. **Facility Fees.** If a repair or replacement is determined not to be a Breakdown or not covered by this Contract, then Customer is responsible for paying any diagnosis, inspection, or teardown fees.

Transfer

1. **Request.** This Contract may be transferred by the original Contract holder to a new owner of the Vehicle. To transfer, Customer must: (a) provide a written and signed transfer request to Provider; (b) pay Provider a \$50 transfer fee; and (c) submit documentation to Provider showing that the Manufacturer's warranty and maintenance records have been transferred to the new owner. A transfer request form is available at Provider's website: www.egassurance.com. Transfer is not valid until approved in writing by Provider.

2. **Limitations.** Coverage available after transfer will not exceed Coverage that was available to the original Contract holder. If the powertrain portion of the Manufacturer's limited warranty is non-transferable, then this Contract is non-transferable. Transfer is only permitted if the Vehicle is sold to a private party. Transfer is not permitted if the Vehicle is traded-in or sold to or through a business.

Cancellation

1. **Request.** Customer may cancel this Contract by providing a written and signed cancellation request to Provider. A cancellation request form is available at Provider's website: www.egassurance.com. Notice to cancel is considered received once the completed cancellation request form and all required documentation have been delivered to Provider. Provider is the party obligated to provide Customer's refund. For questions about the cancellation process, Customer should call 855-342-4971.

2. **Refund.** If the Contract is cancelled in the first thirty (30) days after purchase and no claims have been made, then Customer will receive a full refund of the Contract Purchase Price, and no cancellation fee will apply. If the Contract is cancelled after the first thirty (30) days after purchase or claims have been made, then Customer will receive a pro-rata refund based on the unexpired Contract Term, either months or miles, whichever is less. If mileage is not available, then months will be used. A cancellation fee of \$50 will be deducted from the pro-rata refund. Unless Customer provides proof of Vehicle payoff, the refund will be paid to the Lienholder.

3. **Limitations.** This Contract may not be cancelled if it has been transferred.

Term and Termination

This Contract terminates upon the expiration of the Contract Term or upon cancellation, whichever occurs first. Except in the case of cancellation, no refund will be due or payable upon termination.

Other Important Provisions

1. **Not Insurance.** This Contract is not an insurance policy.

2. **Lienholder's Rights.** Customer agrees that, in the event of repossession, charge-off, or total loss, any refund will be issued to the Lienholder as sole payee. However, if Customer provides proof of payoff, then Provider will issue any refund to Customer. Refund will be calculated in accordance with section "Cancellation".

3. **Not Required.** Purchase of this Contract is voluntary and is not a requirement to finance, purchase, lease, or register the Vehicle.

4. **Entire Agreement.** Customer and Provider each agree that the Contract is the entire agreement between Provider and Customer. Any handwritten modification or verbal statement contrary to the pre-printed terms and conditions is not valid or binding. The parties acknowledge and agree that if there is any conflict between the State Amendments, the Lienholder Amendments, and the other terms and conditions of this Contract, the Contract will be construed in the following order: (1) State Amendments, (2) Lienholder Amendments, (3) the other terms and conditions of this Contract.

5. **Amendment.** No amendment, supplement, or waiver of any of the terms and conditions of this Contract will be binding unless it is mutually agreed to by the parties, and signed by Provider.

6. **Arbitration.** It is understood and agreed that the transaction evidenced by this Contract may take place in, and may substantially affect, interstate

commerce. With the exception of any issues related to the enforceability or applicability of the "Class Action" section, any controversy or dispute arising out of or relating in any way to this Contract or the sale of this Contract, including for recovery of any claim under this Contract including the applicability of this arbitration clause and the validity of this Contract will be resolved by neutral binding arbitration by the American Arbitration Association (AAA), under the Consumer Arbitration Rules in effect at the time the claim is filed. All preliminary issues of arbitration will be decided by the arbitrator. Any such arbitration will take place only in the city of Dallas, Texas, unless another location is mutually agreed upon by the parties, and the Contract will only be governed by, construed, and enforced in accordance with the laws of the State of Texas. The arbitration will take place before a single arbitrator selected in accordance with the AAA Consumer Arbitration Rules. AAA rules and forms may be obtained and all claims will be filed at www.adr.org, or at any AAA office. The cost of the arbitrator will be borne by Provider. Each party must bear the cost of filing and the cost of its own attorneys, experts and witness fees and expenses. Customer may seek a waiver of the filing fee under the applicable AAA rules. If the arbitrator holds that a party has raised a dispute without substantial justification, then the arbitrator will have the authority to order that the cost of the arbitration proceedings be borne by that party. IT IS UNDERSTOOD AND AGREED THAT THE ARBITRATION WILL BE BINDING UPON THE PARTIES, THAT THE PARTIES ARE WAIVING THEIR RIGHT TO SEEK REMEDIES IN COURT, INCLUDING THE RIGHT TO A JURY TRIAL. An arbitration award may not be set aside in later litigation 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. All statutes of limitations that would otherwise be applicable will apply to any arbitration proceedings. If any portion of this arbitration provision is deemed invalid or unenforceable, the remaining portions of this arbitration provision will nevertheless remain valid and in force. 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 will govern.

7. **Class Action.** ANY CONTROVERSY OR DISPUTE BY A CUSTOMER MUST BE BROUGHT IN THE CUSTOMER'S INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, COLLECTIVE, REPRESENTATIVE, MULTIPLE PLAINTIFF, OR SIMILAR PROCEEDING ("CLASS ACTION"). THE PARTIES EXPRESSLY WAIVE ANY ABILITY TO AGGREGATE CLAIMS OR CONDUCT ANY CLASS ACTION IN ANY FORUM AND THE ARBITRATOR WILL BE PROHIBITED FROM AND NOT HAVE THE AUTHORITY TO MAKE AN AWARD TO ANY PERSON OR ENTITY NOT A PARTY TO THE ARBITRATION. ANY CLAIM THAT ALL OR PART OF THIS CLASS ACTION WAIVER IS UNENFORCEABLE, UNCONSCIONABLE, VOID OR VOIDABLE MAY BE DETERMINED ONLY BY A COURT OF COMPETENT JURISDICTION AND NOT BY AN ARBITRATOR.

8. **Subrogation.** After Customer receives any benefits under this Contract, Provider is entitled to Customer's rights of recovery against any manufacturer, repairer, or other party who may be responsible to Customer for the costs covered by this Contract or for any other payment made by Provider. If Provider requests, Customer agrees to help Provider enforce these rights.

9. **Investigation of Claims.** Provider reserves the right to investigate all claims and inspect the Vehicle to gather necessary information regarding any claim.

10. **Obligation to Perform.** **Provider's obligation to perform under this Contract is insured by a contractual liability insurance policy issued by Titan Insurance Company, Inc., a Risk Retention Group, P.O. Box 140249, Irving, Texas 75014-0249, (888) 989-8127. In the event that Provider does not pay a valid claim or provide a refund within sixty (60) days after Customer's request, then Customer may file a claim directly with the insurance company.**

11. **Force Majeure.** Provision of Coverage hereunder by Provider may be suspended immediately to the extent caused by a Force Majeure Event. A "Force Majeure Event" means any event or condition beyond the reasonable control of Provider, including acts of God, fire, labor or trade disturbance, war, civil commotion, compliance in good faith with any law, any interruption, failure or defects in Internet, telephone or other interconnection service or in electronic or mechanical equipment, power failures, or damage or destruction of any network facilities or servers, Government restrictions (including the denial or cancellation of any license), failure of suppliers, subcontractors, and carriers, or party to substantially meet its performance obligations under this Contract, or other

event or condition beyond the reasonable control of Provider, whether similar or dissimilar to the foregoing.

12. **Headings.** The headings and subheadings in this Contract are for convenience only, and will not construe or be deemed to construe or affect the meaning of the substantive provisions of this Contract.

13. **Severability.** If any portion of this Contract is deemed invalid or unenforceable, the remaining portions of this Contract will nevertheless remain valid and in force.

State Amendments

If issued in the referenced state, this Contract is amended as provided below.

Alabama

1. The cancellation fee is \$25.
2. A ten percent (10%) penalty per month will be added to a refund that is not paid or credited within 45 days after return of the Contract to Provider during the first thirty (30) days.
3. Cancellation, Section 3 (Limitations) is deleted, and replaced with: "The right to return the Contract during the first thirty (30) days for a full refund is not transferable, and applies only to the original purchaser."
4. Arbitration will take place in the State of Alabama and in the county in which the Customer resides, unless another location is mutually agreed upon by the parties, and the Contract will only be governed by, construed, and enforced in accordance with the laws of the State of Alabama.

Alaska

1. This Contract is a motor vehicle service contract, and is not a warranty. Unlike a warranty, this is an optional agreement that is separate from a contract for the sale of a motor vehicle, and covers certain repair or maintenance functions beyond coverage provided by a warranty.
2. Seller is not the Provider, and is not obligated to provide Coverage under this Contract. Seller functions only on the limited basis of selling this Contract on behalf of Provider.
3. If Customer cancels this Contract during the first 30 days after the Contract Purchase Date and if there have been no claims, then Provider will refund within 45 days after the cancellation. If Provider fails to pay or credit this refund within 45 days, then Provider will pay a penalty of 10% of the Contract Purchase Price for each month that the refund is not paid or credited. The right to return/void the Contract under this section is not transferable and only applies to the original Contract holder.
4. If Customer cancels this Contract after the first 30 days after the Contract Purchase Date or if there have been claims made, then Provider will refund within 45 days after the cancellation. If Provider fails to pay or credit this refund within 45 days, then Provider will pay a penalty of 10% of the pro rata refund for each month that the refund is not paid or credited. The cancellation fee is 7.5% of the pro rata refund or \$50, whichever is less.
5. Other Important Provisions, Section 10 (Obligation to Perform) is deleted and replaced with, "**Provider's obligation to perform under this Contract is insured by a contractual liability insurance policy issued by Titan Insurance Company, Inc., a Risk Retention Group, P.O. Box 140249, Irving, Texas 75014-0249, (888) 989-8127. In the event that Provider does not pay a valid claim or provide a refund within thirty (30) days after Customer's request, then Customer may file a claim directly with the insurance company.**"

Arizona

1. Coverage cannot be cancelled or voided by Provider due to acts or omissions of Provider, its assignees, or subcontractors for their failure to provide correct information of their failure to perform the services or repairs in a timely, competent, workmanlike manner.
2. Covered Parts repaired or replaced under this Contract are not excluded.
3. This Contract cannot be cancelled or voided by the Provider or its representatives for pre-existing conditions; prior use or unlawful acts relating to the Vehicle; misrepresentation by the Provider or its subcontractors; ineligibility for the Coverage, including gray market, high performance, and GM diesel autos.
4. Limitations and Exclusions, Section 15 (Pre-Existing Defects) is deleted and replaced with, "No Coverage is provided for a Breakdown that existed on or prior to the Contract Purchase Date unless such Breakdown was known or should have reasonably been known by the Provider or Seller at the time of purchase."
5. The cancellation fee is 10% of the gross amount paid for this Contract or \$50, whichever is less. If the Contract is cancelled by Customer after the first thirty (30) days after purchase or claims have been made, then

Customer will receive a pro-rata refund based on the unexpired Contract Term, either months or miles, whichever is less, less any benefits paid.

6. Cancellation, Section 3 (Limitations) is deleted.

7. The following is added to Section 6 (Arbitration) of "Other Important Provisions": "Arbitration cannot be an absolute dispute remedy and both parties must agree to arbitration. This arbitration provision does not prohibit an Arizona resident from following the process to resolve complaints under the provisions of A.R.S. §20-1095.09, Unfair Trade Practices as outlined by the Arizona Department of Insurance and Financial Institutions. To learn more about this process, You may contact the Arizona Department of Insurance and Financial Institutions at 100 N. 15th Ave., Suite 261, Phoenix, AZ 85007-2630, Attn: Consumer Protection. You may directly file any complaint with the Arizona DIFI against a Service Company issuing an approved Service Contract under the provisions of A.R.S. §§ 20-1095.04 and/or 20-1095.09 by contacting the Consumer Protection Division of the Arizona DIFI at 602-364-2499 or difi.az.gov."

Arkansas

Cancellation, Section 3 (Limitations) is deleted.

Colorado

The policy number issued by Titan Insurance Company, Inc. a Risk Retention Group to Provider is TICIRRG-VSC-20171030.

Connecticut

1. If the Contract is for less than one (1) year, the Contract Term automatically extends while the Vehicle is in the custody of the Provider for repair under this Contract.

2. The following is added to the section "Claims". Provider is Ethos Group, Inc. Provider's contact information is: P.O. Box 140249, Irving, Texas, 75014-0249, Toll Free 855-342-4970. Customer, or Customer's Repair Facility, will make a claim to the Provider.

3. In-home service is not available under this Contract. The costs of transporting the Vehicle for service or repairs will not be paid by the Provider, unless provided for by the terms and conditions of this Contract.

4. Customer has a right to cancel the contract if the Vehicle is returned, sold, lost, stolen, or destroyed.

5. Customer may file a claim under Section "Other Important Provisions", paragraph 10, by sending a letter to Titan Insurance Company, Inc., a Risk Retention Group, P.O. Box 140249, Irving, Texas 75014-0249, and stating Customer's claim against the Provider's obligation to perform hereunder.

6. Section "Other Important Provisions", paragraph 6 "Arbitration" is deleted and replaced with, "Customer and Provider will make reasonable efforts to resolve any disputes involving this Contract. If the parties cannot reach agreement, Customer may file a formal written complaint with the Consumer Affairs Division of the Connecticut Insurance Department. The complaint must 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. Customer must state the purchase or lease price of the Vehicle, the cost of repair, and include a copy of this Contract. The complaint must be mailed to: State of Connecticut, Insurance Department, P.O. Box 816, Hartford, CT 06142-0816, Attn: Consumer Affairs."

Georgia

1. Cancellation, Section 2 (Refund), is replaced with the following: "If the Contract is cancelled in the first thirty (30) days after purchase and no claims have been made, then Customer will receive a full refund of the Contract Purchase Price, and no cancellation fee will apply. If the Contract is cancelled after the first thirty (30) days after purchase or claims have been made, then Customer will receive a pro-rata refund less a cancellation fee of ten percent (10%) of the unearned pro rata Contract Purchase Price or \$50 cancel fee, whichever is less. The unearned pro rata Contract Purchase Price is calculated by months or miles, whichever is less. If mileage is not available, then months will be used. Unless Customer provides proof of Vehicle payoff, the refund will be paid to the Lienholder".

2. A ten percent (10%) penalty per month will be added to a refund that is not paid or credited within 45 days after return of the Contract to Provider during the first thirty (30) days.

3. Cancellation, Section 3 (Limitations) is deleted.

4. This Contract cannot be cancelled by the Provider.

5. Limitations and Exclusions, Section 18 (Odometer Failure) is replaced with the following: "No Coverage is provided, if subsequent to the purchase of the Contract, the Vehicle's odometer does not properly record the Vehicle's actual mileage, and Customer fails to repair it and have the mileage certified within thirty (30) days of odometer failure date."

6. Limitations and Exclusions, Section 28 (Misdiagnosis) is deleted.

7. Other Important Provisions, Section 6 (Arbitration) is deleted.

Hawaii

1. Cancellation, Section 3 (Limitations) is deleted.

2. A ten percent (10%) penalty per month will be added to a refund that is not paid or credited within forty-five (45) days after return of the Contract to the Provider in the first thirty (30) days. The right to return the Contract in the first thirty (30) days for a full refund is non-transferable and only applies to the original purchaser.

Idaho

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

2. Cancellation, Section 3 (Limitations) is deleted.

Illinois

1. The cancellation fee is 10% of the Contract Purchase Price or \$50, whichever is less. The pro rata refund shall be less the amount of any services received under this Contract.

2. Cancellation, Section 3 (Limitations) is deleted.

Indiana

This service contract is not insurance and is not subject to Indiana insurance law.

Iowa

1. Customer may contact the Iowa Insurance Commissioner at Iowa Insurance Division, 1963 Bell Avenue, Suite 100, Des Moines, IA 50315.

2. The cancellation fee is 10% of the Contract Purchase Price or \$50, whichever is less.

3. A ten percent (10%) penalty per month will be added to a refund that is not paid or credited within thirty (30) days after return of the Contract to Provider during the first thirty (30) days.

4. Cancellation, Section 3 (Limitations) is deleted, and replaced with: "The right to return the Contract during the first thirty (30) days for a full refund is not transferable, and applies only to the original purchaser".

Louisiana

1. Other Important Provisions, Section 6 (Arbitration) is deleted.

2. This Contract is not regulated by the Department of Insurance. Any concerns or complaints regarding the Contract may be directed to the Attorney General.

3. Cancellation, Section 3 (Limitations) is deleted, and replaced with: "The right to return the Contract during the first thirty (30) days for a full refund is not transferable and only applies to the original purchaser".

4. A ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within 45 days after return of the Contract to Provider during the first thirty (30) days.

Maine

1. If Customer returns the Contract in the first thirty (30) days then Provider will provide a refund of the full Contract Purchase Price and any sales tax required by state law.

2. The cancellation fee is 10% of the Contract Purchase Price or \$50, whichever is less. The pro rata refund shall be less the amount of any claims made under this Contract.

3. A monthly penalty equal to 10% of the refund outstanding will be added to a refund that is not paid or credited within forty-five (45) days after return of the Contract to Provider in the first thirty (30) days.

4. Cancellation, Section 3 (Limitations) is deleted, and replaced with: "The right to return the Contract during the first thirty (30) days for a full refund is not transferable, and applies only to the original purchaser."

Maryland

1. If Customer cancels this Contract during the first 30 days after the Contract Purchase Date and if there have been no claims, then Provider will refund within 45 days after the cancellation. If Provider fails to pay or credit this refund within 45 days, then Provider will pay 10% of the Contract Purchase Price for each month that the refund is not paid or credited.

2. This Contract is extended automatically when the Provider fails to perform the services under this Contract. This Contract does not terminate until the services are provided in accordance with the terms of this Contract.

3. Other Important Provisions, Section 6 (Arbitration) is deleted.

4. The right to void the Contract (within the first 30 days) is not transferable, only applies to the original purchaser, and only applies if there are no claims.

5. For questions or complaints, Customer should contact Provider at P.O. Box 140249, Irving, Texas 75014-0249, or 855-342-4970.

Minnesota

1. 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 Contract to the Provider in the first thirty (30) days.
2. Cancellation, Section 3 (Limitations) is deleted, and replaced with: "The right to return the Contract during the first thirty (30) days for a full refund is not transferable, and applies only to the original purchaser."

Mississippi

1. Cancellation, Section 2 (Refund) is deleted and replaced with:
"(A) Customer may cancel the Contract within the first thirty (30) days after the Contract Purchase Date. Upon return of the Contract to Provider within the thirty (30) day time period, if no claims have been made under the Contract prior to its return to Provider, the Contract will be voided, and the Provider will refund to Customer, or credit to the account of Customer, the full purchase price of the Contract. The right to void the Contract provided in this section is not transferable, applies only to the original Contract holder, and is allowed only when no claim has been made prior to its return to Provider. A ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within forty-five (45) days after return of the Contract to Provider.
(B) Subsequent to the thirty (30) day period identified above, or if a claim has been made under the Contract within that thirty (30) day time period, a Customer may cancel the Contract, and Provider will refund to Customer one hundred percent (100%) of the unearned pro rata Contract Purchase Price. The pro rata refund will be based on months. A reasonable administrative fee may be charged by Provider not to exceed ten percent (10%) of the Contract Purchase Price paid by Customer, or \$50, whichever is less."
2. Cancellation, Section 3 (Limitations) is deleted, and replaced with: "The right to return the Contract during the first thirty (30) days for a full refund is not transferable, and applies only to the original purchaser."

Missouri

1. Cancellation, Section 2 (Refund) is deleted and replaced with: "If the Contract is cancelled in the first thirty (30) days after purchase, then Customer will receive a full refund of the Contract Purchase Price, and no cancellation fee will apply. If the Contract is cancelled after the first thirty (30) days after purchase, then Customer will receive a pro-rata refund based on the unexpired Contract Term, either months or miles, whichever is less. If mileage is not available, then months will be used. If Customer requests cancellation, the refunds will be provided less claims paid. A cancellation fee of \$50 will be deducted from the pro-rata refund. Unless Customer provides proof of Vehicle payoff, the refund will be paid to the Lienholder."
2. Provider shall mail a written notice to Customer within 45 days of the date of Customer's cancellation.
3. A ten percent (10%) penalty of the amount outstanding per month must be added to a refund that is not paid or credited within forty five (45) days after return of the Contract to the Provider in the first thirty (30) days.
4. Cancellation, Section 3 (Limitations) is deleted, and replaced with: "The right to return the Contract during the first thirty (30) days for a full refund is not transferable, and applies only to the original purchaser."

Nebraska

Other Important Provisions, Section 6 (Arbitration) is hereby deleted.

Nevada

1. The cancellation fee is \$25.
2. This Contract is not renewable.
3. If the Contract is cancelled in the first thirty (30) days, then Provider will provide a refund within forty five (45) days after the Contract has been returned. If Provider fails to do so, Provider will pay a penalty of 10 percent (10%) of the purchase price for each 30 day period the refund remains unpaid. The right to return the Contract during the first thirty (30) days for a full refund is not transferable, and applies only to the original purchaser.
4. This Contract cannot be cancelled by the Provider.
5. Limitations and Exclusions, Section 22(d) is deleted.
6. "This Contract will not be initially issued on any vehicle whose original warranty has ever been voided by the Manufacturer. However, if this Contract has already been issued and the Manufacturer's warranty becomes void during the term of this Contract, Provider will not automatically suspend all Coverage. Provider will not provide any Coverage that would have otherwise been provided under the manufacturer's warranty. However, Provider will continue to provide any other Coverage under this Contract, unless such Coverage is otherwise excluded by the terms of this Contract."

7. Limitations and Exclusions, Section 11 (Prohibited Modifications) is deleted and replaced with: "This Contract will not cover any unauthorized or non-Manufacturer-recommended modifications to the Vehicle, or any damages arising from such unauthorized or non-Manufacturer-recommended modifications. However, if the Vehicle is modified or repaired in an unauthorized or non-Manufacturer-recommended manner, Provider will not automatically suspend all coverage. Rather, this Contract will continue to provide any applicable Coverage that is not related to the unauthorized or non-Manufacturer recommended modification or any damages arising therefrom, unless such coverage is otherwise excluded by the terms of this Contract."

8. The transfer fee is \$25.
9. The Contract will only be governed by, construed, and enforced in accordance with the laws of the State of Nevada.
10. If Customer is not satisfied with the manner in which Provider is handling the claim on the Contract, Customer may contact the Commissioner of the Nevada Division of Insurance toll-free at (888) 872-3234.

New Hampshire

1. The cancellation fee is 10% of the Contract Purchase Price or \$50, whichever is less.
2. If Customer does not receive satisfaction under this contract, Customer may contact the New Hampshire Insurance Department, 21 South Fruit Street, Suite 14, Concord, New Hampshire 03301, 603-271-2261 or 800-852-3416.
3. The arbitration provision (Other Important Provisions, Section 6) is subject to RSA 542.
4. Any civil action or alternative dispute resolution procedure brought in connection with this Contract shall only be brought in the courts of New Hampshire.

New Jersey

1. If Customer's cancellation during the first thirty (30) days after purchase is not refunded or credited within forty five (45) days of the cancellation, then Customer shall receive a 10% per month penalty based on the Contract Purchase Price.
2. Cancellation, Section 3 (Limitations) is deleted.

New Mexico

1. The cancellation fee is 10% of the Contract Purchase Price or \$50, whichever is less.
2. Provider shall refund to Customer or credit to the account of Customer the Contract Purchase Price within sixty (60) days after this Contract has been returned during the first thirty (30) days after purchase. If Provider fails to refund the Contract Purchase Price or credit the account of Customer within that time, Provider will pay the holder a penalty of ten percent (10%) of the Contract Purchase Price for each thirty (30) day period or portion thereof that the refund and any accrued penalties remain unpaid.
3. The right to return the Contract during the first thirty (30) days for a full refund is not transferable, and applies only to the original purchaser.
4. The following is added to Section 10 (Obligation to Perform) in "Other Important Provisions": "If you have any concerns regarding the handling of your claim, you may contact the Office of the Superintendent of Insurance at 1-855-427-5674."

North Carolina

1. The cancellation fee is 10% of the pro-rated refund or \$50, whichever is less. The pro rata refund shall be less any claims paid under this Contract.
2. Cancellation, Section 3 (Limitations) is deleted.

Oklahoma

1. Provider's Oklahoma Service Warranty Association license number is #44198041.
2. Cancellation, Section 2 (Refund), is replaced with the following: "If the Contract is cancelled in the first thirty (30) days after purchase and no claims have been made, then Customer will receive a full refund of the Contract Purchase Price, and no cancellation fee will apply. If the Contract is cancelled after the first thirty (30) days after purchase or claims have been made, then Customer will receive a pro-rata refund based on: (a) ninety percent (90%) of the unearned pro rata Contract Purchase Price, or (b) one hundred percent (100%) of the unearned pro rata Contract Purchase Price less a \$50 cancel fee; whichever refund amount is greater. The cost of any service provided under the Contract will be deducted from the pro-rata refund. The unearned pro rata Contract Purchase Price is calculated by months or miles, whichever is less. If mileage is not available, then months will be used. Unless Customer provides proof of Vehicle payoff, the refund will be paid to the Lienholder."

3. The coverage afforded under this Contract is not guaranteed by the Oklahoma Insurance Guaranty Association.

Oregon

1. As used in this Contract, "Provider" is replaced with "Obligor".
2. Other Important Provisions, Section 6 (Arbitration) is deleted.
3. Other Important Provisions, Section 7 (Class Action) is replaced with: "ANY CONTROVERSY OR DISPUTE BY A CUSTOMER MUST BE BROUGHT IN THE CUSTOMER'S INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, COLLECTIVE, REPRESENTATIVE, MULTIPLE PLAINTIFF, OR SIMILAR PROCEEDING ("CLASS ACTION"). THE PARTIES EXPRESSLY WAIVE ANY ABILITY TO AGGREGATE CLAIMS OR CONDUCT ANY CLASS ACTION IN ANY FORUM AND THE COURT WILL BE PROHIBITED FROM AND NOT HAVE THE AUTHORITY TO MAKE AN AWARD TO ANY PERSON OR ENTITY NOT A PARTY TO THE DISPUTE. ANY CLAIM THAT ALL OR PART OF THIS CLASS ACTION WAIVER IS UNENFORCEABLE, UNCONSCIONABLE, VOID OR VOIDABLE MAY BE DETERMINED ONLY BY A COURT OF COMPETENT JURISDICTION.
4. Any refund due under this Contract will be provided by the Obligor.

South Carolina

1. A ten percent (10%) penalty of the amount outstanding per month will be added to a refund that is not paid or credited within 45 days after return of the Contract to Provider during the first thirty (30) days.
2. The right to return the Contract during the first thirty (30) days for a full refund is not transferable, and applies only to the original purchaser.
3. Complaints may be directed to the South Carolina Department of Insurance, 1201 Main Street, Ste. 1000, Columbia, SC 29201 or 800-768-3467.

Texas

1. Other Important Provisions, Section 10 (Obligation to Perform) is replaced with: "Provider's obligation to perform under this Contract is insured by a contractual liability insurance policy issued by Titan Insurance Company, Inc., a Risk Retention Group, P.O. Box 140249, Irving, Texas 75014-0249, (888) 989-8127. In the event that Provider does not pay a valid claim within sixty (60) days after proof of loss, or provide a refund within forty five (45) days after Customer's request, then Customer may file a claim directly with the insurance company.
2. If Customer's cancellation is not refunded or credited within forty five (45) days of the date the cancellation request is received by Provider, then Customer shall receive a 10% per month penalty based on the amount outstanding.
3. For questions or complaints, Customer should contact Provider at P.O. Box 140249, Irving, Texas 75014-0249, or 855-342-4970.
4. This Contract is regulated by the Texas Department of Licensing and Regulation ("TDLR"), P.O. Box 12157, Austin, Texas 78711, 512-463-6599 or 800-803-9202. Unresolved complaints concerning providers and administrators or questions concerning the regulation of service contract providers and administrators may be addressed to the TDLR.
5. If Customer cancels the contract in the first thirty (30) days after purchase, a full refund will be provided, even if there have been claims made.

Utah

1. Claims, Section 3 (Obtain Provider's Authorization) is replaced with: "Prior to commencing any repair, Customer must: (a) instruct the Repair Facility to obtain authorization from Provider, and (b) verify that the Repair Facility has obtained authorization. If the Vehicle requires a repair outside Provider's normal business hours, then Customer must contact Provider on the next business day or as soon as reasonably possible to submit the claim. For repairs outside Provider's normal business hours, Customer's claim will not be denied solely for lack of prior authorization.
2. Arbitration will take place in the State of Utah, unless another location is mutually agreed upon by the parties, and the Contract will only be governed by, construed, and enforced in accordance with the laws of the State of Utah.
3. The following is added to Section 6 (Arbitration) of "Other Important Provisions". ANY MATTER IN DISPUTE BETWEEN THE CUSTOMER AND THE PROVIDER MAY BE SUBJECT TO ARBITRATION AS AN ALTERNATIVE TO COURT ACTION PURSUANT TO THE RULES OF THE AMERICAN ARBITRATION ASSOCIATION, A COPY OF WHICH IS AVAILABLE ON REQUEST FROM THE PROVIDER. ANY DECISION REACHED BY ARBITRATION SHALL BE BINDING UPON BOTH THE CUSTOMER AND THE PROVIDER. THE ARBITRATION AWARD MAY INCLUDE ATTORNEY'S FEES IF ALLOWED BY STATE LAW AND MAY

BE ENTERED AS A JUDGEMENT IN ANY COURT OF PROPER JURISDICTION.

4. Other Important Provisions, Section 10 (Obligation to Perform) is replaced with: "Provider's obligation to perform under this Contract is insured by a contractual liability insurance policy issued by Titan Insurance Company, Inc., a Risk Retention Group, P.O. Box 140249, Irving, Texas 75014-0249, (888) 989-8127. In the event that Provider does not pay any claim or provide a refund within sixty (60) days after Customer's request, then Customer may file a claim directly with the insurance company."
5. This Contract is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department.
6. Coverage afforded under this Contract is not guaranteed by the Property and Casualty Guaranty Association.
7. The use of non-original manufacturer's parts will comply with state and federal laws.

Vermont

1. The right to return the Contract during the first thirty (30) days for a full refund is not transferable, and applies only to the original purchaser.
2. Any civil action that is brought in connection with this Contract may be brought in the courts of Vermont.

Virginia

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

Wisconsin

1. **THIS CONTRACT IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE.**
2. The cancellation fee is 10% of the Contract Purchase Price or \$50, whichever is less. If the Contract is cancelled by Customer after the first thirty (30) days after purchase or claims have been made, then Customer will receive a pro-rata refund based on the unexpired Contract Term, either months or miles, whichever is less, less any claims paid.
3. If Provider does not pay or credit a refund within 45 days after the return of the Contract to the Provider (during the first 30 days), Provider will pay a 10 percent per month penalty of the refund amount outstanding which the Provider will add to the amount of the refund.
4. Cancellation, Section 3 (Limitations) is deleted, and replaced with: "The right to void the Contract during the first thirty (30) days for a full refund is not transferable, and applies only to the original purchaser."
5. This Contract cannot be cancelled by the Provider.
6. In the event of a total loss of the Vehicle that is not covered, Customer may cancel for a pro rata refund, less any claims paid, and no cancellation fee will apply. If a total loss of the Vehicle that is not covered occurs in the first thirty (30) days, Customer may cancel for a full refund.
7. Other Important Provisions, Section 10 (Obligation to Perform) is replaced with: "Obligations of the Provider under this Contract are backed by the full faith and credit of the Provider. If the Contract is financed by a lienholder, then Provider's obligation to perform with respect to such lienholder is also insured by Titan Insurance Company, Inc., a Risk Retention Group, P.O. Box 140249, Irving, Texas 75014-0249, (888) 989-8127. In the event that Provider does not pay a valid claim or provide a refund within sixty (60) days after Customer's request, then Customer may file a claim directly with the insurance company."
8. Other Important Provisions, Section 8 (Subrogation) is replaced with: "After Customer is made whole, Provider is entitled to Customer's rights of recovery against any manufacturer, repairer, or other party who may be responsible to Customer for the costs covered by this Contract or for any other payment made by Provider. If Provider requests, Customer agrees to help Provider enforce these rights."
9. Other Important Provisions, Section 6 (Arbitration) is deleted.

Wyoming

A ten percent (10%) penalty per month will be added to a refund that is not paid or credited within 45 days after return of the Contract to Provider.

Lienholder Amendments

If financed by the referenced Lienholder, this Contract is amended as provided below.

Ford Motor Credit Company

Limitations and Exclusions, Section "Aggregate Limit" is replaced with: "Provider's liability for all benefits under this Contract will not exceed the Vehicle Purchase Price on the Contract Purchase Date."