

[platinum service contract] application page



contract holder information

contract holder 1 name _____
 contract holder 2 name _____
 phone _____ alternate phone _____
 email address _____
 mailing address _____
 city / state / zip _____

seller information

seller name _____
 phone _____ salesperson _____
 web site _____
 mailing address _____
 city / state / zip _____

covered vehicle information

vin number (17 numbers)	vehicle class
current odometer reading	Add On Surcharge/Options <input type="checkbox"/> [4 x 4 / AWD] <input type="checkbox"/> [diesel] <input type="checkbox"/> [turbo/supercharger] <input type="checkbox"/> [commercial] <input type="checkbox"/> [snow plow] <input type="checkbox"/> [lift kit] <input type="checkbox"/> [hybrid]
year	
make	
model	

service contract information

contract number	waiting period	effective date
contract purchase price	contract term in months (additional)	
contract term in miles <input type="checkbox"/> additional _____ <input type="checkbox"/> expires at _____		
contract expiration date	contract expiration miles	
deductible <input type="checkbox"/> \$0. ⁰⁰ <input type="checkbox"/> \$50. ⁰⁰ <input type="checkbox"/> \$100. ⁰⁰ <input type="checkbox"/> \$200. ⁰⁰	*if no selection a \$100. ⁰⁰ deductible shall apply	

* A _____ day and _____ mile waiting period will apply from the effective date and current odometer reading. Claims may not be filed until this waiting period is satisfied. If any information is incorrect, please contact us immediately.

Administrator: [CarGuard Administration, INC]
 Obligor: CGA SC Provider Services, INC
 6991 E Camelback Rd, Suite C309, Scottsdale, AZ 85251
 (888) 907-0870

The Contract purchaser acknowledges that the Application Page, containing the Contract Holder Information, Seller Information, Vehicle Information, Payment Plan Information, and Service Contract Information; the Coverage/Contract Identification Card; and the Terms and Conditions contained herein constitute the entire **Vehicle Service Contract** between CGA SC Provider Services, INC, herein “the Company” and the **Customer**. The components, parts, and exclusions listed under the Terms and Conditions and Coverage Details section constitute the entire Terms and Conditions of this **Contract**, and shall be used in adjudicating any and all claims arising under this **Contract**. The **Customer** agrees to maintain the **Vehicle** in accordance with the Terms and Conditions, The Required Maintenance Section contained in the Terms and Conditions of the **Vehicle Service Contract**, and follow all of the manufacturer’s recommended maintenance requirements.

In the event of a breakdown and/or repair, the Customer must obtain prior authorization of the Company by following the instructions listed in the “Filing a Claim” section of Terms and Conditions of the **Vehicle Service Contract.**

This **Contract** is neither an insurance policy nor a seller’s warranty. This **Contract** may run concurrently with and is secondary to any manufacturer’s warranty still active on the **Vehicle**.

After thirty (30) days from the date of purchase of this **Service Contract** as stated on the Application Page, if the **Customer** has not contacted the Company or the **Selling Agent** to cancel this **Vehicle Service Contract**, the **Customer** hereby agrees to all of the Terms and Conditions of this **Vehicle Service Contract**. The **Customer** agrees that they have reviewed and understand all of the time and mileage limitations, coverage, exclusions, and that the repair of non-covered components are excluded from Coverage under the **Vehicle Service Contract**. All of the “add-on” surcharge/options as marked on the Application Page are clearly marked above. The **Customer** agrees that he or she has read and understand the [**Platinum Service Contract**] in its entirety, and fully understands all of the Terms and Conditions therein. Further, the **Customer** agrees that they have read the “**Responsibilities of this Contract**” section of the Terms and Conditions. The **Customer** further agrees that he, she, or they have received this **Contract**, and all of the information contained on the Application Page is correct. The **Customer** understands it is his, her, or their responsibility to contact the Company to update or correct any inaccurate information contained on the Application Page. **THE CUSTOMER UNDERSTANDS AND HEREBY AGREES TO ALL OF THE ABOVE, AND THAT THIS CONTRACT WILL BE BY AND BETWEEN US (CGA SC PROVIDER SERVICES, INC) and the Applicant.**

[Platinum Service Contract]

SECTION I. DEFINITIONS

The following definitions apply to words frequently used in this **Contract**:

Agreement, Service Agreement, Service Contract, Vehicle Service Contract, or Contract means this [Platinum Service Contract] that is by and between **You** and **Us**.

Administrator means [CarGuard Administration, INC, a Corporation whose principal place of business is 6991 E Camelback Rd, Suite C309, Scottsdale, AZ 85251, with telephone number (888) 907-0870].

Authorized Repair Facility means any dealership, local mechanic repair facility, or other vehicle repair facility that is certified to perform mechanical repairs on motor vehicles from the National Institute for Automotive Service Excellence (ASE) located in the United States or Canada.

Breakdown and/or **Mechanical Failure** means the failure of an original or replacement part covered by this **Agreement** to perform its function as it was originally designed to work in normal service with required maintenance due to material failures, mechanical failures, or defects outside the manufacturer's tolerance.

Commercial Use means **Vehicles** used for farming, ranching, route work, job-site activities, service or repair work, and delivery of goods. Usage must not exceed the manufacturer's ratings and/or limitations. In order for commercial use vehicles to be covered under this contract, the **Commercial Use** surcharge box must be checked on the original Application Page. If this is not checked, it is **Your** responsibility to contact **Us** to add the surcharge.

Coverage means the component protection **You** selected as shown in this **Contract** and on **Your Identification Card**.

Covered Part(s) or Covered Repairs means the parts listed under "Section IV. Coverage" of this **Contract** and any parts listed on section "VII. Add On Coverage Options" of this **Contract** if those "add ons" are selected on the Application Page of this **Contract**.

Deductible means the amount of money **You** are required to pay as selected on the Application Page for covered **Breakdown** claims. The **Deductible** will be due and owing each visit to a **Repair Facility** for covered **Breakdown** claims. Once a **Covered Part** is repaired or replaced under the terms of this **Contract**, there will be no **Deductible** for future repairs to that part.

Dealership means the original venue where **Your Vehicle** was purchased.

Effective Date and Mileage means the date **You** purchased **Your Contract** and the odometer mileage on **Your Vehicle** at the time **You** purchased this **Contract**. This is indicated as the **Effective Date and Contract Expiration Mileage** on the

Application Page of this **Contract**.

Expiration Date and Mileage means the date and/or mileage when **Your Contract** is no longer in force. **Your Contract** expires once the **Contract Expiration Date or Contract Expiration Miles** are reached as defined on the Application Page of this **Contract**. Once either of these two conditions are met, this **Contract** shall no longer be in force.

Finance Agent or Payment Plan Provider means the company that is providing the payment plan or financing for this **Contract**. The **Finance Agent or Payment Plan Provider** places a lien against any refunds due on this **Contract** until they have been repaid by **You** in full.

Identification Card means the card that was sent to **You**, which becomes part of this **Contract**. It gives information about **You**, **Your Vehicle**, **Coverage** chosen and other significant information, including **Your Contract Number**.

Contract Number is the number **We** use to identify this **Contract** on **Your Vehicle**.

Pre-Existing Condition means a condition, breakdown, or mechanical issue that within all probability occurred before **Your** purchase of this **Service Contract**.

Selling Agent, or Seller means the company that sold this **Contract** to **You**. The identity of the **Selling Agent** is listed on the Application Page.

Vehicle means the **Vehicle** which is listed on the Application Page.

Waiting Period means the period of time and mileage that must transpire before a claim may be filed hereunder. Unless otherwise indicated on the Application Page of this **Contract**, the **Waiting Period** is equal to thirty (30) days from the **Effective Date** and one-thousand (1,000) miles from the **Effective Mileage** of this **Contract**. If a different **Waiting Period** is indicated on the Application Page of this **Contract**, then the period of time and mileage as indicated on the Application Page of this **Contract** must transpire from the **Effective Date and Effective Mileage** of this **Service Contract** before a claim may be filed. The **Waiting Period** time and mileage shall be added to the end of the **Contract** term.

We, Us, Our means the entity who is obligated to perform under this **Contract** ("the obligor"). The obligor of this **Contract** is **CGA SC Provider Services, INC** a Company located at 6991 E Camelback Rd, Suite C309, Scottsdale, AZ 85251, with telephone number (888) 907-0870.

Wear and Tear means the gradual reduction of performance of a part beyond the manufacturer's specified tolerances that occur naturally under normal operating conditions, which ultimately results in the failure of that part.

You, Your means the **Agreement Holder, Contract Purchaser** (or purchasers) shown on the Application Page, or the person or persons to whom this **Contract** is transferred in accordance with the Terms and Conditions of this **Contract**.

SECTION II. TERMS AND CONDITIONS

Nature of Agreement: This is a **Vehicle Service Contract** between **You (Contract Holder)** and **Us**. **You** agree and understand that this **Contract** is a **Vehicle Service Contract** and not an insurance policy.

Entire Agreement: This **Contract**, including the Application Page, Terms and Conditions, **Identification Card**, limitations, exclusions, exceptions, and definitions, together with any endorsements, if any, constitute the entire **Contract**. No one other than the parties hereto, by mutual agreement, may change this **Contract** or waive any of its provisions. This **Contract** gives the **Contract Holder** specific rights. **You** may have other **Contract** rights, which may vary from state to state in the United States, or between province to province in Canada. Please see the "State-Specific Requirements" of this **Contract** for specific information pertaining to **Your** individual state or province.

This **Contract** covers mechanical **Breakdowns** that are expressly covered under this **Contract**, and is for the sole benefit of the **Contract Holder** named herein, and only applies with respect to the **Vehicle** described on the Application Page.

This **Contract** shall be invalidated if there has been a tampering, inaccuracy, or alteration to the odometer mileage of the **Vehicle** so that the **Vehicle's** true and actual mileage is not shown on the odometer and cannot be determined. In the event the odometer becomes inoperable during the term of this **Contract**, **You** must immediately contact **Us** within thirty (30) days of the odometer becoming inoperable and provide **Us** with documentation to show the odometer has been repaired properly. Failure to notify **Us** or provide this documentation may result in **Us** cancelling this **Vehicle Service Contract**.

This **Vehicle Service Contract** provides benefits for **Breakdown of Covered Parts** installed by the **Vehicle** manufacturer, as those terms are defined above.

Coverage Period: Coverage under this **Contract** begins upon expiration of the **Waiting Period** and will expire on the **Expiration Date or Mileage** measured from the **Effective Date and Mileage**, whichever occurs first, as shown on this Application Page, and/or when the Limits of Liability have been reached.

Breakdown: In the event of a **Breakdown** of any of the **Covered Repair(s)** listed below for **Coverage**, that are covered under this **Contract**, **We** will pay directly to the **Authorized Repair Facility** any pre-authorized reasonable expenses incurred for the repair or replacements of the part(s), less any **Deductible**, as stated in this **Contract**. Reasonable expenses shall include, but not be limited to, the parts, components, or units, which are not to exceed the manufacturer's suggested retail price (MSRP), which are necessary to repair or replace the failed covered part; the **Authorized Repair Facility's** labor rates, which are not to exceed the average market value for labor rates in the area that the **Authorized Repair Facility** is located in (area shall be defined as a fifty-mile [50] radius), which shall be multiplied by the amount of reasonable time in hours or sections of hours it may take to repair the part and/or **Vehicle** (reasonable time shall be determined by data in the national labor time guide); and any reasonable tear-

down or diagnostic expenses to investigate the cause of failure in the event the repair is a **Covered Repair** (reasonable tear-down or diagnostic expenses shall be determined by the market rates within the area within a fifty-mile [50] radius). Replacement of **Covered Parts** that have experienced a **Breakdown** may be made with original equipment manufacturer parts, non-original equipment manufacturer parts, re-manufactured parts, or used parts at the **Administrator's** discretion.

Deductible: In the event of a **Breakdown** of any **Covered Part(s)** listed below, **You** may be required to pay a **Deductible**. The amount stated in the Application Page of this **Contract** shall be the **Deductible** that will be paid by **You** upon each visit to the **Authorized Repair Facility**, for **Covered Repairs**. If that amount is equal to zero ("0"), **You** will not be required to pay a **Deductible** on any **Covered Repair(s)** as long as this **Contract** is active. Should a covered **Breakdown** require more than one visit to repair, **You** will only have to pay the **Deductible** once for the **Breakdown**.

Limit of Liability: The aggregate limit of liability will be the greater of the average trade-in value of the **Vehicle** as provided by the J.D. Power Used Car Guide as of the date of a filed claim, or \$12,500.00. Once the maximum limit of liability has been reached, as defined above, this **Contract**, its transfer and cancellation rights terminate.

Incidental and Consequential Damage Limit of Liability: Our liability of incidental and consequential damages including, but not limited to, personal injury, physical damage, property damage, loss of use of Your Vehicle, loss of time, loss of wages, inconvenience, and commercial loss resulting from the operation, maintenance, or use of Your Vehicle is expressly excluded.

SECTION III. CONTRACT HOLDER'S RESPONSIBILITIES

Contract Holder's Maintenance Requirements: **You** must have **Your Vehicle** checked and serviced in accordance with the manufacturer's recommendations, as outlined in the Owner's Manual. **Your Vehicle's** Owner Manual lists different servicing recommendations based on **Your** individual driving habits and climate conditions. **You** are required to follow the maintenance schedule that applies to **Your** driving habits and climate conditions. Failure to follow these recommendations may result in the denial of claims.

Oil Changes and Verifiable Receipts: In the event of a **Breakdown**, **We** may request oil change and/or service records to verify that maintenance has been properly done. If **You** perform **Your** own maintenance and/or service, **You** must retain all receipts that show the purchase of materials used in the **Vehicle** maintenance process.

Filing a Breakdown Claim: If **Your Vehicle** incurs a **Breakdown**, **You** must take the following steps to file a claim:

1. **Prevent Further Damage-** Immediately take action to prevent further damage to **Your Vehicle**. The operator of **Your Vehicle** is responsible for observing **Vehicle** warning lights, gauges, and sensory items that indicate a potential **Breakdown**. Upon this observation, **You** must immediately arrange for the **Vehicle** to be diagnosed. Failure to properly take this action may result in the denial of claims.

2. **Take Your Vehicle to the Authorized Repair Facility-** If Your Vehicle incurs a **Breakdown**, take **Your Vehicle** to any **Authorized Repair Facility**. As stated in the “Definitions” section of this **Contract**, an **Authorized Repair Facility** is any dealership, repair facility, or other business that is certified to repair motor vehicles by the National Institute for Automotive Service Excellence (ASE) in the United States or Canada.
3. **Obtain Authorization from the Administrator.** Once **You** have taken **Your Vehicle** to the **Authorized Repair Facility**, give them **Your Contract Number**. The **Authorized Repair Facility** must then contact **Us** at [(888) 907-0870] and obtain authorization to proceed with the claim. Any claim for repairs without prior authorization from **Us** may be denied, with the exception of Emergency Repairs as defined in this section of the **Contract**. The amount authorized by **Us** will be the maximum amount that will be paid for repairs covered under the terms of this **Contract**. Any additional amount must obtain additional approval from **Us** by contacting the same number as stated above.
4. **If applicable, Authorize Tear-Down and/or Inspection-** In some cases, **You** may need to authorize the **Authorized Repair Facility** to inspect and/or tear down **Your Vehicle** in order to determine the cause of failure and cost of the repair. **We** will pay this fee, up to the maximum market rate amount; if the **Breakdown** is a **Covered Repair**. The **Authorized Repair Facility** must get prior authorization to begin the teardown by calling the claims number as stated above.
5. **Review Coverage-** After **We** have been contacted, review with the service manager what will be covered under this **Contract**.
6. **Pay any Deductible (If Applicable)-** **You** must pay to the **Authorized Repair Facility** any required **Deductible**, as stated in “Terms and Conditions” section of this **Contract**. As stated in the “Terms and Conditions” section of this **Contract**, **We** will pay for the amount of the **Breakdown** on a **Covered Repair** less the **Deductible**. In the event there is no **Deductible** as stated on the Application Page, **You** will not be required to pay a **Deductible**. All repair orders, requested documentation, and invoices from the **Authorized Repair Facility** must be submitted to **Us** within thirty (30) days (three hundred sixty-five [365] days in Wisconsin) to be eligible for payment.

Emergency Repairs: Should an emergency occur which requires a repair of a **Breakdown** to be made at a time when **Our** office is closed, and failure to repair the **Breakdown** immediately will either 1) render **Your Vehicle** unsafe to drive, 2) result in further damage to **Your Vehicle** or, 3) cause other components on **Your Vehicle** to fail, follow the claim procedures above without authorization, and **We** will make reimbursement to **You** or the **Authorized Repair Facility** in accordance with the provisions of this **Contract** if the **Breakdown** is a **Covered Repair**. **You** must contact **Us** within three (3) business days from the date of repair to determine if the repair is a **Covered Repair**. No Emergency Repairs will be reimbursed without authorization in excess of \$500.00 per occurrence.

For claims assistance, please contact the Administrator, [CarGuard Administration, INC at (888) 907-0870], NO CLAIMS WILL BE PAID UNLESS THE STEPS ABOVE ARE FOLLOWED.

[Administered by: CarGuard Administration, INC, 6991 E Camelback Rd Suite C309, Scottsdale, AZ 85251, (888) 907-0870.]

SECTION IV. COVERAGE

[Platinum Coverage] provides for the payment or reimbursement of costs authorized by Us, the Administrator, to repair or replace a Breakdown of ALL OF YOUR VEHICLE'S PART(S) OR COMPONENTS, including seals and gaskets, except those parts, components, and conditions listed in the section of this Contract labelled "V. Exclusions- What is Not Covered", less Your Deductible.

SECTION V. EXCLUSIONS – WHAT IS NOT COVERED

Coverage is not provided under this Contract for any of the following Exclusions:

Pre-Existing Condition(s): Any Vehicle found not to be in good mechanical order at the time this Contract is placed on the Vehicle, or any failure that occurred prior to the purchase of this Contract. Any breakdown and/or failure, whereby the cause of failure occurred due to a condition that pre-dated the purchase of this Contract shall also be expressly excluded from coverage.

Any Breakdown that occurs during waiting period of this Contract.

For damage to a Covered Part caused by the failure of a part that is not listed as covered under this Agreement.

When the responsibility for the repair is covered by an insurance policy, or any warranty from the manufacturer, such as extended drive train, major component or full coverage warranties (regardless of the remaining manufacturer's warranty when You purchased this Agreement), or a repairer's guarantee warranty regardless of their ability to pay. Further, Coverage under this Agreement is similarly limited in the event of a Breakdown if the manufacturer has announced its responsibility through any means, such as a recall.

Technical Service Bulletins and Factory Service Bulletins, whereby the manufacturer has declared a known defect or recurring issue with Your Vehicle, shall also be expressly excluded from coverage under this Agreement. This shall apply even if the manufacturer has elected not to pay for repairs through a recall or other method.

Any Covered Repair not authorized in advance by Us, except those Emergency Repairs, as outlined in this Contract, in section “III. Contract Holder’s Responsibilities”.

Damage caused by continued operation of an impaired vehicle.

Any aftermarket part or component that was installed in the Vehicle to replace an original manufacturer’s part or component that is salvaged or was not replaced in accordance with the manufacturer’s recommended specifications.

Overloading the Vehicle beyond the manufacturer’s recommended capacity.

Breakdowns that have occurred due to Wear and Tear.

Repairs when Your Vehicle’s odometer reading does not reflect the true mileage the Vehicle has been driven for whatever reason.

Any Breakdowns caused by any modifications, alterations, and/or additions to Your Vehicle, or if any modifications, alterations, and/or additions have been made to Your Vehicle You are using or have used Your Vehicle in a manner not recommended by the Manufacturer, including but not limited to, the failure of any custom or add on/aftermarket part regardless if supplied by a franchised dealer or not, all frame or suspension modifications, lift kits (unless the lift kit option is marked on the Application Page and not to exceed 6 inch of combined lift), oversized/undersized tires or wheels not recommended by the original manufacturer (unless lift kit option is marked on the Application Page and not to exceed 6 inches greater than the Manufacturer’s specifications), trailer hitches. Also not covered are any emissions and/or exhaust systems modifications, engine modifications, transmissions modifications, and/or drive axle modifications, which includes any performance modifications.

Any Breakdowns caused by any use of Your Vehicle not recommended by the manufacturer, including, but not limited to, towing in excess of the manufacturer’s recommendation or if Your Vehicle is used for towing (unless Your Vehicle is equipped with a factory installed or factory authorized tow package), or is used for Commercial Use (unless the Commercial Use option is selected on the Application Page and only as defined under the Commercial Use Add On Options section of this Agreement), or is used for snow removal (unless the Snow Plow option is selected on the Application Page of this Contract), rental, taxi, limousine, livery, or shuttle, towing/wrecker service, road repair, construction, dumping (dump beds), cherry pickers, lifting or hoisting, police or emergency service, off-road use, pre-arranged or organized racing, or competitive driving.

A Breakdown caused by or related to towing a trailer or another vehicle unless Your Vehicle was equipped by the manufacturer for that purpose OR “Commercial Use” is selected as a surcharge on the Application Page of this Contract.

Vehicle used commercially except if the Commercial Usage surcharge is selected on the application for those eligible usage as defined in Section 1. This Contract and the Commercial Use surcharge is not eligible for vehicles used for rental, taxi, limousine or shuttle, towing/wrecker service, dumping, cherry pickers, lifting or hoisting, police or emergency service, off-road use, snow-plows, prearranged or organized racing, or competitive driving.

Repairs made outside of the United States and Canada.

Repairs required because of technician negligence, detonation, sludge or carbon deposits caused by negligence, contamination, rust and corrosion caused by negligence, and/or operation without the proper lubrication levels or fluid type.

Damage caused by pre-ignition detonation, pinging, improper/contaminated fuel including fuels containing more than ten-percent (10%) ethanol if the engine was not manufacturer for this mixture, excessive fuel conditions, lean fuel conditions, clogged fuel injectors, improper lubricants, or improper engine adjustments. Any mechanical Breakdown caused by failure to maintain proper levels of lubrication, lubricant blockage, coolant blockage, lack of lubrication, or carbon buildup in cylinders.

Repairs required because You did not properly maintain Your Vehicle, as outlined in this Contract in "III. Contract Holder's Responsibilities".

Repairs required because of fraud, collision, abuse, negligence, neglect, misuse, road hazards, off-road racing or use, vandalism, riot, theft, fire, war, acts of God, or the loss that is normally covered by Casualty and/or Collision insurance.

Repairs that are covered under a repairer's guarantee or another Service Agreement Provider's coverage, and/or repairs that are covered under an insurance policy, or a manufacturer and/or dealer customer assistance program or service agreement.

For any of the following parts: hoses, brake pads, brake linings/shoes, wiper blades, belts, thermostat housing, shock absorbers, carburetor, air springs and air struts, headlight assemblies, taillamp assemblies, blind spot sensors, heated steering wheels, coolant reservoir tanks, fuse boxes (including SAM Modules and Total Integrated Power Modules), Oxygen (O2) sensors, vacuum pumps, battery and battery cable/harness, standard transmission clutch assembly, friction clutch disc and pressure plate, distributor cap and rotor, safety restraint systems (including air bags), glass, lenses, sealed beams, light bulbs, LED lighting, fuses, circuit breakers, cellular phones, personal computers, pre-heated car systems, game systems, radar detection devices, brake rotors and drums, all exhaust components, and the following emission components: EGR purge valve/solenoids/sensors, vacuum canister, vapor return canister, vapor return lines/valves, air pump/ lines/valves, catalytic converter/filtering/ sensors, gas cap/filler neck, weather strips, trim, moldings, bright metal chrome, upholstery and carpet, paint, outside ornamentation, bumpers,

body sheet metal and panels, frame and structural body parts, vinyl and convertible tops, any convertible top assemblies, door handles, lift gate handles, tailgate handles, door bushings/bearings, hardware or linkage, tires, tire pressure sensors, wheel/rims, programming, reprogramming, or updating or maintaining a component that has not mechanically failed. Any equipment not installed by the manufacturer. External nuts, bolts, and fasteners are not covered unless they need to be replaced in connection with a Covered Repair. Engine block and cylinder heads are not covered if damage is caused by external overheating, freezing, or warping or any other part not listed in the coverage section.

The Costs of teardown, disassembly, or assembly when a Breakdown is not covered by this Agreement.

Any regular maintenance services as described and/or recommended by Your manufacturer.

For any safety related maintenance events required by Your state or the manufacturer of Your Vehicle or a Breakdown caused by the continued operation of the Vehicle in an overheated condition irrespective of thermostat failure or the lack of proper and necessary amounts of coolants or lubricants.

For any repair or replacement of any Covered Part if a Breakdown has not occurred or if the wear on that part has not exceeded the field tolerances allowed by the manufacturer under normal operating conditions.

Any repair that has been misdiagnosed by the Authorized Repair Facility and/or any cause of failure that cannot be verified as accurate or is found to be inaccurate.

Any and all emissions and/or exhaust components are excluded from coverage.

SECTION VI. ADDITIONAL BENEFITS OF COVERAGE

All Coverage plans include the following benefits:

In the event **Your Vehicle** is disabled, **We** will dispatch a service vehicle to **Your** location to assist **You**. In the event **Your Vehicle** is unable to continue under its own power **Your Vehicle** may be towed to a location of **Your** choosing. **You** will receive 25 miles of towing at no cost, any additional mileage will be **Your** responsibility and payment will be expected at the time service is rendered. When calling for towing or road service **You** must call [1-844-286-4577]. **You** will be required to give the representative assisting **You** the following information: [Producer Code-45547], **Your** Member Number (which is **Your Contract** number on the Application Page under Service Contract Information of **Your Contract**) and **Your** plan letter which is U.

Roadside Assistance Coverage: **You** are entitled to one (1) service per 72-hours. Services available to **You** at no cost are: a tow up to 25 miles; battery

jumpstart; flat tire change; fuel delivery (**You** are responsible for the actual cost of the delivered materials); lockout assistance (entry to passenger compartment only).

Reimbursement for Roadside Assistance: In the event **Your Vehicle** is disabled and **You** contracted for any of the above covered services on **Your** own, **You** will be able to submit **Your** original receipted road service expenses for reimbursement consideration. Maximum for any covered services is strictly limited to \$50.

You must send **Your** original receipted roadside bills along with a completed claim form to:

[Nation Motor Club, LLC. dba Nation Safe Drivers,
ATTN: Claims
800 Yamato Rd., Suite 100, Boca Raton, Florida, 33076]

Claim forms may be obtained online at [www.nsdclaims.com] or by calling toll-free [1-800-338-2680].

Trip Interruption: In the event of a mechanical **Breakdown** of a **Covered Component or Part**, **Administrator** will reimburse **Agreement Holder** a maximum of seventy five (\$75.00) dollars per day, not to exceed a total of two hundred twenty five (\$225.00) dollars up to three days (3), for expenses incurred by **Agreement Holder** for meals and/or lodging, provided: **Agreement Holder** cannot operate **Agreement Holder's Vehicle** due to a mechanical **Breakdown** covered by this **Agreement** and are more than 100 miles away from home, and expenses are incurred between the time of **Breakdown** and the time repairs are completed. (The date of **Breakdown** shall be considered the first day.) One day's trip interruption expense shall be allowed for each eight hours, or portion thereof, of required manual flat-rate labor time. A detailed receipt must be submitted to **Administrator** before reimbursement will be made. **You** must also include a copy of the dealership Repair Order showing that a repair was made and the repair was covered by **Us**; and any other documentation reasonably requested by the **Administrator**.

RENTAL: In the event of a **Breakdown** of a **Covered Part**, **You** will be reimbursed for actual expenses incurred for a rental vehicle at the maximum daily rate of \$50.00 per day, for five (5) days, not to exceed \$250.00 per occurrence. After the first day of rental, each additional day of rental requires the **Covered Repairs** to exceed 4.0 labor hours per additional day as defined in the current year's manufacturers or nationally recognized labor time standards manual. In the event that the **Vehicle** is not drivable due to the covered **Breakdown**, **We** will cover one day of rental for every four (4) labor hours applicable to the **Covered Repair**. Under no circumstances will **We** provide rental coverage for any repair hours that exceed the operation time for the **Covered Repair** as defined in a nationally recognized labor time standards manual (current year's edition). Rental time due to parts backorder or component failure inspection may be considered at the discretion of the **Administrator**. Rental coverage shall not continue beyond the day on which **Covered Repairs** are completed. The substitute vehicle must be rented from a licensed and nationally recognized rental agency. To receive

reimbursement, **You** must present the following items within sixty (60) days of the repair completion date: a rental agreement from a licensed and nationally recognized car rental company signed by **You**; proof of payment receipt; a copy of the repair order showing that the repair was covered by **Us**; and any other documentation reasonably requested by the **Administrator**.

Reimbursement Instructions for Trip Interruption and Rental Car Reimbursement: **You** must submit **Your** receipts, repair orders, and any other documents for reimbursement, as described in the Trip Interruption and/or Rental provisions contained herein by submitting the documents to the following address:

[Nation Motor Club, LLC. dba Nation Safe Drivers,
ATTN: Claims
800 Yamato Rd., Suite 100, Boca Raton, Florida, 33076]

You must reference **Your** member number and the [producer code (45547)] in **Your** request.

All 24-Hour Roadside Assistance Services and Benefits are administered through [Nation Motor Club, LLC. administrative offices at 800 Yamato Road, Suite 100, Boca Raton, FL 33431].

[For Alabama, Arizona, Arkansas, Hawaii, Louisiana, Massachusetts, Nevada, Tennessee, Texas and Washington members, services are provided by Nation Motor Club, LLC. dba Nation Safe Drivers.]

SECTION VII. ADD-ON COVERAGE SURCHARGES/OPTIONS

The following options are add-on surcharges/options and apply **ONLY** if they have been selected by **You** as indicated on the Application Page:

[COMMERCIAL USE OPTION: If **You** have selected the **Commercial Use** Coverage Option as indicated on the Application Page of this **Contract**, See the **Commercial Use** Definition for specific eligible uses. This surcharge is mandatory as it applies. Uses that are defined as eligible **Commercial Uses** under the definitions section of this **Contract** shall negate any provisions in this **Contract** that exclude **Coverage** for **Commercial Use**. Uses not defined as eligible for **Commercial Use** under the definitions section of this **Contract** shall not be eligible for **Coverage**.]

[HYBRID VEHICLE OPTION (Mandatory as It Applies): If **You** have selected the Hybrid Vehicle Option as indicated on the Application Page, **You** have **Coverage** in accordance with the applicable terms of this **Contract** for any electric motor, power controller, inverter assembly, generator(s), electronic air conditioning compressor, electronic power or steering pump.]

[LIFT KIT OPTION (Mandatory as It Applies): If the Application Page shows that the Lift Kit option was selected, **Coverage** will be provided for **Your Vehicle** if it has oversized/undersized tires (not to exceed 6 inches greater than manufacturer's specifications), body lifts, and suspension lifts (maximum 6-inch combined

lift) that are installed by the **Seller** or authorized dealer facility at the time of the **Vehicle** sale. **Coverage** will be provided in accordance with the terms and provisions of this **Vehicle Service Contract**. The Odometer must be re-calibrated to register accurate readings in order for **Your Vehicle** to be eligible for this **Coverage**. The oversized/undersized tires, body lifts, suspension lifts, and any and all modifications, alterations, or additions are specifically excluded from **Coverage**, and any failures caused by those oversized/undersized tires, body lifts, suspension lifts, and any and all modifications, alterations, or additions shall not be covered under this **Contract**].

[SNOW PLOW OPTION (Mandatory as It Applies): If the Application Page shows that the Snow Plow option was selected, this **Contract** will provide **Coverage** if **Your Vehicle** is used for snow removal, provided **Your Vehicle** is properly equipped for such use and it is not used commercially (unless the **Commercial Use** option is selected on the Application Page of this **Contract**). **The snow plow itself, and any and all other systems related to snow removal is specifically excluded from Coverage under this Contract.**]

If Your Vehicle is found to be equipped with [4 X 4 / AWD], [Diesel engine,] [Turbo/Supercharger],[Hybrid],[Snow Plow], or [Lift Kit], and the corresponding Option is not checked on the Administrator copy of the Application Page of this Contract, then no Coverage will be provided for Failures related to that Option during the term of this Contract.

SECTION VIII. INELIGIBLE VEHICLES

The following **Vehicles** are ineligible for coverage under this **Contract**:

All **Commercial Use Vehicles**, [unless the **Commercial Use** surcharge option is selected on the Application Page. If the surcharge is selected, then only those commercial usages listed under the definitions section of this **Contract** are eligible for **Coverage**.]

Any **Vehicle** used for towing (unless **Your Vehicle** is equipped with factory installed or factory authorized tow package), or used as a commercial unit (unless appropriate surcharge is marked on the Application Page and is defined in the "Add On Coverage" section of this **Contract**), or used for rental, taxi, limousine or shuttle, towing/wrecker service, dumping, cherry pickers, lifting or hoisting, police or emergency service, principally off-road use, prearranged or organized racing, or competitive driving.

Any **Vehicle** that has been issued a restricted title, including but not limited to: gray market, total loss, salvage/refundable, salvage theft, assembled, dismantled, scrap, fire, flood, physical damage, saltwater, frame change, motor change, body exchange, junk or parts only.

SECTION IX. GUARANTY

Our obligations and the performance to **You** under this **Contract** are guaranteed and insured by a policy issued by Old Republic Insurance Company (Tulsa Branch Office), 8282 South Memorial Drive, Tulsa, Oklahoma 74133. The tele-

phone number for Old Republic Insurance Company is (800) 331-3780. If any covered claim is not provided or refund is not paid within sixty (60) days (thirty (30) days for Alaska residents), or if the provider becomes insolvent or otherwise financially impaired, after proof of loss has been filed, **You** may file a claim directly with the Insurance Company by contacting the Insurance Company at the number provided above.

SECTION X. CANCELLATIONS

If **You** cancel this **Contract** within the first thirty (30) days from the **Effective Date** of this **Contract**, **You** shall be entitled to a full refund of all monies collected on **Your** account. This refund shall be paid to **You** by the **Selling Agent**. **You** may cancel this **Contract** within the first thirty (30) days by contacting the **Seller** at the telephone number listed on the Application Page, or in writing. After thirty (30) days, **You** must send any requests to cancel this **Contract** to **Us** in writing.

You may cancel this **Contract** at any time, including instances when the **Vehicle** is sold, lost, stolen, or destroyed by notifying **Us** in writing and by submitting a request to cancel the **Contract** with notarized Letter of Cancellation stating the reason for cancellation, and the date of cancellation. This letter must be submitted to the **Selling Agent** or **Us**. **We** will consider the date of cancellation to be the date the **We** or the **Selling Agent** receive the Letter of Cancellation. In the event this **Contract** is cancelled outside of the first thirty (30) days from the **Effective Date** of this **Contract**, **You** will be charged a one-hundred (\$100.00) cancellation fee to be deducted from any refund due (except where state statute or regulation requires a lesser amount).

In the event this **Contract** is cancelled after the first thirty (30) days from the **Effective Date** and the **Contract** is not cancelled due to non-payment by the finance agent (if applicable), a pro-rated refund will be due. The pro-rated refund shall be calculated according to the pro-rata method reflecting the greater of the days in force or the mileage elapsed based on the term of the **Contract**, less a service charge of one-hundred dollars (\$100.00), except where state law or regulation requires a lesser amount. After thirty (30) days, paid claims shall also be deducted from any pro-rated refund due, except where prohibited by state law or regulation.

In the event this **Contract** is financed through a **Payment Plan** or **Finance Agent**, the **Payment Plan Provider** or **Finance Agent** shall place a lien against this **Contract**. Any and all refunds due from a cancellation shall be due to the **Payment Plan Provider** or **Finance Agent** as long as a balance is due by **You** to the **Payment Plan Provider** or **Finance Agent**.

In the event this **Contract** is cancelled due to non-payment by the **Payment Plan Provider**, **Finance Agent**, or **Selling Agent**, **You** will forfeit any and all refunds due to **You**.

SECTION XI. TRANSFERABILITY

This **Contract**, while in-force, may be transferred by the ORIGINAL **Contract** Holder to the subsequent owner of the **Vehicle** for a fee of fifty (\$50.00) dollars

payable to the **Administrator**. The subsequent owner must also transfer the manufacturer's warranty, if applicable. Written evidence of all required maintenance may be requested by **Us** upon transfer. All terms and conditions of the original **Contract** will apply to the transferee. Approval of transfers is at the discretion of the **Administrator** and may be denied for any reason. Submission of a Transfer Request must be completed within thirty (30) days of the sale or transfer of the **Vehicle**.

In the event this **Contract** is transferred to a Dealer Entity, the **Contract** will remain in a suspended status, whereby all claims will be rejected until the **Contract** is transferred back to an individual owner. Both the individual who sells the **Contract** to the Dealer Entity, and the Dealer Entity itself must pay the transfer fee to transfer it back to the new individual owner. If this process is not followed properly, **We reserve the right to void this Contract** and any refund rights will be forfeited.

Please send any and all transfer requests, as well as a check payable to the **Administrator** to the following address:

[CarGuard Administration, INC
ATTN: Transfers
6991 E Camelback Rd, Suite C309
Scottsdale, AZ 85251]

Please reference the Contract number, the name of the old Contract Holder and the name of the new Contract Holder in Your correspondence.

SECTION XII. GENERAL PROVISIONS

Resolution of Disputes: Should a dispute, controversy, or claim arise out of or relating to this **Contract**, the dispute, controversy, or claim arising out of or relating to this **Contract**, or a breach hereof, may be settled by non-binding Mediation. Either party may make a written request to any nationally recognized organization that performs consumer related Mediation services. If both parties agree to Mediate in writing, the parties shall then agree to abide by the consumer related protocol established by the chosen Mediation organization and the laws of the state where the purchaser resides as well as federal law. Otherwise, any dispute, controversy, or claim arising out of or relating to this **Contract** shall be settled in a court of competent jurisdiction, according to the laws of the state where the **Contract Purchaser** resides at the time the dispute, claim, or controversy arose, and federal law.

Payment Plan or Finance Agent Agreements: If this **Contract** was purchased on a **Payment Plan** or through a **Finance Agent**, the failure to make monthly payments in a timely fashion will result in cancellation of this **Contract**, unless State Law mandates otherwise. Unpaid late fees will be posted to **Your** balance due by **Your Payment Plan Provider** or **Finance Agent**. The **Payment Plan Provider** or **Finance Agent** shall be entitled to any refund resulting from cancellation for any reason until the **Contract** has been Paid In Full with the **Payment Plan Provider** or **Finance Agent**.

Reinstatement: If this **Contract** is cancelled, **We** reserve the right to grant or deny any request for reinstatement. If this **Agreement** is reinstated by **Us**, **We** will not be responsible for liable for any **Breakdowns to Your Vehicle** during the period this **Contract** was cancelled, and for the first thirty (30) days from the effective date of reinstatement. If this **Contract** is cancelled due to non-payment, the **Contract** may be reinstated if the entire balance due is received within thirty (30) days of the cancellation, or unless **We** elect to make a special exception.

Renewability: **You** may purchase a **Contract** for additional time/mileage provided the request is made within thirty (30) days and one thousand (1,000) miles prior to the expiration of the original **Contract**. At that time, contact the **Administrator** for the terms, Coverage and Deductible options available, which may not match the original **Contract Coverage** or be available at all.

SECTION XIII. PRIVACY POLICY

The trust of **Our Customers** is our most valuable asset. **We** safeguard that trust by keeping nonpublic personal information about **Customers** in a secure environment and using that information in accordance with this Privacy Policy. Below is **Our** privacy pledge to **Our Customers**:

Information We May Collect:

- **We** may collect nonpublic personal information about **You** from the following sources: Information **We** receive from **You** (or is provided to **Us** on **Your** behalf) on applications and other forms, such as **Your** name, address, telephone number, employer and income;
- Information about **Your** transactions with **Us**, the **Selling Agent**, and the Payment Plan Provider and/or Finance Agent that includes **Your** name, address, telephone number, age, insurance coverage, transaction history, claims history, and premium information;
- Information **You** provide to **Us** on applications from health care providers, such as doctors and hospitals, to determine **Your** past or present health condition. Health information will be collected as **We** deem appropriate to deem eligibility for coverage, to process claims, to prevent fraud, and to determine extenuating refunds, as authorized by **You**, or otherwise permitted or required by law.

Information We May Disclose and To Whom We May Disclose Information:

The nonpublic personal information **We** may collect as described above may be disclosed in order to deliver products and services to **You**, provider customer service, and/or administer **Your** account with **Us**.

Disclosures Permitted by Law: **We** may disclose all of the nonpublic personal information described above, as permitted by law. **We** may use affiliated and non-affiliated parties to perform services for **Us**, such as providing customer assistance, handling claims, protection against fraud, and maintaining software for **Us**. **We** may also disclose information in response to requests from law enforcement agencies or state insurance authorities.

Information Regarding Former Customers: **We** do not disclose nonpublic personal information about former customers with inactive accounts, except in accordance with this Privacy Policy.

Our Security Procedures: **We** restrict access to nonpublic personal information about **You** to those employees with whom **We** determine have a legitimate business purpose to access such information in connection with the offering of products or services to **You**. **We** employ security techniques designed to protect **Our** customer data. **We** provide training and communications programs to educate employees about the meaning and requirements of **Our** strict standards for data security and confidentiality.

SPECIAL STATE PROVISIONS AND NOTICE TO CONSUMERS

If You purchased this Service Contract in any of the following states, the provision and/or provisions in this Addendum shall supersede, replace, and override any language in the Agreement to the Contrary, where it applies for the State in which You purchased Your Vehicle:

Notice to Consumers: 1) This is not an insurance policy, it is a Service Contract. Purchase of this Agreement is not required to purchase or finance a Vehicle. The benefits provided may duplicate a manufacturer or Seller's warranties that come automatically with every sale. You may be required by the Selling Agent of this Service Contract to pursue those warranties, which are available to You without this Contract. 2) The terms of this Service Contract control the entire Contract between Us. No change or modification to the written terms is valid. 3) The Contract is based upon information You provided to Us on the Application Page. This Contract will be automatically extended while this Contract is in custody of an Authorized Repair Facility in all states.

Claims will not be deducted from Your net pro-rated refund due in the following states: Alabama, Arkansas, Hawaii, Idaho, Louisiana, Missouri, Nevada, and Washington. Unless otherwise provided in the state-specific sections below, claims will be deducted from Your pro-rated refund due in all other states. If the claim amount exceeds the refund due, You will not be entitled to any refund payment(s).

The cancellation fee shall not exceed the lesser of ten percent (10%) of the unearned pro-rata Contract Purchase Price, as stated on the Application Page or fifty dollars (\$50.00) in the following states: Arizona, District of Columbia, Illinois, Maine, Mississippi, North Carolina, Oklahoma, Wisconsin, and Wyoming. The cancellation fee shall not exceed fifty dollars (\$50.00) in the following states: Idaho, Louisiana, Missouri, and Texas. The cancellation fee shall not exceed ten percent (10%) of the amount paid in New Mexico.

Refunds will be credited within thirty (30) days upon the processing of Your cancellation form or letter of cancellation, and We shall owe a ten-percent (10%) penalty per month that a refund is not issued to You in the following states: Alabama, District of Columbia, Louisiana, Maine, Maryland, Mississippi, Missouri, Nevada, New York, South Carolina, Texas, Wisconsin, and Wyoming.

We will mail You a written notice of cancellation prior to thirty (30) days of the date of cancellation of this Contract in: Alabama, Connecticut, Iowa, Missouri, Mississippi, Maryland, Nevada, New Mexico, Oregon, Texas, Wisconsin, and Wyoming. In all other states, a notice shall be mailed upon cancellation. The notice of cancellation shall state the effective date and the reason for cancellation in all states.

The Arbitration clause shall be stricken in its entirety in the following states: Arizona, Arkansas, Georgia, Maryland, Mississippi, Nebraska, Oregon, Wisconsin, and Wyoming. In these states, the following language shall apply

to the resolution of any disputes arising under this Contract: Should a dispute, controversy, or claim arise out of or relating to this Contract, the dispute, controversy, or claim arising out of or relating to this Contract, or a breach hereof, may be settled by non-binding Mediation. Either party may make a written request to any nationally recognized organization that performs consumer related Mediation services. If both parties agree to Mediate in writing, the parties shall then agree to abide by the consumer related protocol established by the chosen Mediation organization and the laws of the state where the purchaser resides as well as federal law. Otherwise, any dispute, controversy, or claim arising out of or relating to this Contract shall be settled in a court of competent jurisdiction, according to the laws of the state where the Contract Purchaser resides at the time the dispute, claim, or controversy arose, and federal law.

This Contract may only be cancelled by Us due to fraud by You, material misrepresentation by You affecting the Contract, or non-payment of the provider fee in the following states: Alabama, Arizona, Iowa, Minnesota, New Mexico, Vermont, Wisconsin, and Wyoming.

In Alabama, the cancellation fee shall not exceed twenty-five (\$25.00) dollars. The right to void the Contract is not transferable and applies only to the original Contract holder. No cancellation fee will be imposed if We cancel. In Alabama, consequential damages are excluded from Coverage under this Contract.

In Alaska, 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 (\$25.00); to be based on the days in force, as related to Your Agreement's term. If a refund is not credited within forty-five (45) days upon the processing of Your letter of cancellation We shall owe a penalty of ten percent (10%) of the provider fee paid for each thirty (30) day period that the refund is not issued to You. If We cancel, We will mail a written notice of cancellation to the last known address contained in Our records at least five (5) days before cancellation by Us. The right to void the Contract is not transferrable and applies only to the original Contract holder. We will not impose a cancellation fee if We cancel.

This Contract does not provide coverage for damages for bad faith, punitive or exemplary damages, personal injury including bodily injury, property damage (except as specifically stated in the Contract), and attorney's fees.

In Arizona, this Contract shall not be cancelled or voided due to acts or omissions of Us, Our assignees, or subcontractors for their failure to provide correct information or their failure to perform the services or repairs provided in a timely, competent, and workmanlike manner. Parts or components repaired or replaced under the Service Contract will not be excluded from Coverage. This Contract will be cancelled or voided by Us or Our representatives for the following material acts or omissions: (a) fraudulent or unlawful acts by the Contract holder arising out of or relating to the Service Contract; (b) the Contract holders use of a covered consumer product in a manner other than as intended by the manufacturer that is likely to increase the likelihood that the consumer product will be damaged or require repairs; (c) ineligibility for the program including gray market—and GM diesel autos; or (d) if the Vehicle's odometer has been tampered

with, disconnected, or altered in anyway by the **Contract** holder. **You have a right to file a complaint with the Arizona Department of Insurance and Financial Institutions by contacting the Department at (602) 364-2499 or difi.az.gov.**

In Arkansas, the cancellation fee shall not exceed fifty dollars (\$50.00).

In Colorado, the policy number for **Our Contractual Liability Insurance Policy**, as described in “**Section IX. Guaranty**” is **T3-05-0015**.

In Connecticut, if this **Contract** is in force for less than one year, this **Contract** will be automatically extended while the **Vehicle** is in the custody of the **Authorized Repair Facility**. There is no in-home service under this **Contract**. In accordance with the cancellation provisions contained in this **Contract**, **You** may cancel this **Contract** at any time if the product is returned, lost, stolen, or destroyed. In the event a dispute or complaint arises out of this **Contract**, **You** may file a complaint with the Connecticut Insurance Department by mail at: State of Connecticut, Insurance Department, P.O. Box 816, Hartford, CT 06142-0816, Attn. Consumer Affairs. **The “Arbitration” section only applies after both parties have attempted to mediate any and all disputes arising out of this Contract. Connecticut law shall apply in all mediation and subsequent Arbitration.**

In District of Columbia, the right to void this **Contract** is not transferable and shall apply only to the original **Contract** holder and only if no **Claim** has been made prior to its return to **Us**. If **We** cancel this **Contract**, **We** will mail written notice of cancellation to the last known address **We** have on file for **You** at least five (5) prior to termination, unless **We** cancel for nonpayment of the provider fee, a material misrepresentation by **You**, or a substantial breach of duties by **You** related to the **Vehicle** or its use. Any cancellation fee charged shall not exceed the lesser of ten percent (10%) of the **Contract** Purchase Price or fifty dollars (\$50.00).

In Georgia, the following additional terms, conditions, and disclosures are required by Georgia statute or administrative regulation. The following terms and condition shall serve as an addendum to this **Contract** and shall supersede and replace any other terms and/or conditions where appropriate:

The Waiting Period shall not exceed thirty (30) days. The Waiting Period shall be added back into the term of this Contract on the Application Page.

If You cancel this Contract within thirty (30) days of purchase and if no claim has been submitted prior to Your cancellation request, the Contract will be void, and the entire Contract price paid will be refunded. If You cancel this Contract within thirty (30) days of the purchase and a Claim has been submitted prior to Your cancellation request, the entire Contract price paid, less any claims paid will be refunded. 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 this Service Contract to Us. A cancellation fee will not be assessed if the Contract is cancelled within the first thirty (30) days of purchase.

If cancelled by the Obligor and/or Administrator within thirty (30) days from the date of purchase, the refund due shall be one hundred percent (100%). If cancelled after thirty (30) days by the Obligor and/or Administrator, the refund due shall be one hundred percent (100%) of the unearned pro-rata Contract price, less any claims paid. The funding party and lienholder may only cancel for nonpayment in the event of a total loss or repossession of the Vehicle.

This Contract may only be cancelled by Us due to fraud, material misrepresentation, or non-payment.

We will mail You a written notice of cancellation prior to thirty (30) days of the date of cancellation of this Contract. The notice of cancellation shall state the effective date and the reason for cancellation.

The cancellation fee shall not exceed the lesser of ten (10%) percent of the unearned Contract pro-rata Purchase Price, as stated on the Application Page or seventy-five dollars (\$75.00), if cancelled by You.

In the event a modification, alteration or addition was not made known to You or reasonably should have been known to You, and a claim is denied, it will be considered to be a cancellation by You, and We will issue You a full refund.

Pre-Existing conditions, as defined in "SECTION V. EXCLUSIONS - WHAT IS NOT COVERED" shall be defined as, "Any Vehicle found not to be in good mechanical order at the time this Contract is placed on the Vehicle known to You or that should be reasonably known to You or the Seller. In the event that We deny a claim due to a Pre-Existing condition as defined, You shall have the right to cancel this Contract and receive a full refund of all monies paid, within ninety (90) days of the claim being denied. After ninety (90) days of the claim being denied, this right shall terminate."

The statement found in "SECTION V. EXCLUSIONS - WHAT IS NOT COVERED":

Repairs required because of technician negligence, detonation, sludge or carbon deposits caused by negligence, contamination, rust and corrosion caused by negligence, and/or operation without the proper lubrication levels or fluid type.

Shall be amended to state:

Repairs required because of technician negligence, detonation, gelled oil, or carbon deposits caused by negligence, contamination, rust and corrosion caused by negligence, and/or operation without the proper lubrication levels or fluid type.

In Hawaii, a ten percent (10%) penalty per month shall be added to a refund for a voided Contract that is not paid or credited within forty-five (45) days after the return of the Service Contract to Us. The right to void this Contract is not

transferrable and applies only to the original **Contract** holder. If **We** cancel this **Contract**, **We** will mail to **You** a notice of cancellation at **Your** last known address as reflected in **Our** files stating the effective date and reason for cancellation at least five (5) days prior to cancellation. However, **We** will not provide a notice of cancellation if the reason for cancellation is nonpayment of the **Contract** Purchase Price, material misrepresentation, or a substantial breach of **Your** duties under the terms of the **Contract**.

In Idaho, Coverage afforded under this motor Vehicle Service Contract is not guaranteed by the Idaho Insurance Guarantee Association. No cancellation fee will exceed fifty dollars (\$50.00).

In Illinois, normal wear and tear is not covered.

In Iowa, If **You** have questions regarding **Your Service Contract**, **You** may address them to the Iowa Insurance Commissioner at the following address: **ATTN: Hon. Doug Ommen, Commissioner of Insurance, Iowa Insurance Division, 1963 Bell Avenue, Suite 100, Des Moines, Iowa 50315; phone (515) 654-6600.** If **We** cancel this **Service Contract**, **We** will provide notice to **You** at least fifteen (15) days prior to the date of termination. If **You** cancel this **Service Contract**, a ten percent (10%) penalty per month shall be added to a refund for a voided **Contract** that is not paid within thirty (30) days of return of this **Service Contract**. The cancellation fee shall not exceed ten (10%) percent of the total **Contract** Purchase Price.

In Indiana, this **Agreement** is not insurance and is not subject to Indiana insurance law.

In Kansas, Flat Tire Assistance, Lock Out Assistance, and Fuel Delivery Services are not available.

In Louisiana, a motor **Vehicle Service Contract** is not insurance and is not regulated by the Department of Insurance. Any concerns or complaints may be directed to the attorney general. The right to void this **Contract** is not transferrable and applies only to the original **Contract** holder.

In Maine, any refund during the full refund period will include any sales tax refund, pursuant to law. The right to void this **Contract** is not transferrable and applies only to the original **Contract** holder.

In Maryland, a **Service Contract** is extended automatically when the provider fails to perform the services under the **Service Contract**. The **Service Contract** does not terminate until the services are provided in accordance with the terms of the **Service Contract**. The refund penalty shall be ten percent (10%) of the **Contract** Purchase Price per month that a refund is not paid. The failure of covered components due to **Wear and Tear** shall not be excluded from **Coverage**. The right to void this **Contract** is not transferrable and applies only to the original **Contract** holder. For Section VI. "ADDITIONAL BENEFITS OF COVERAGE", the services provided under this section are provided by **Us** the Obligor, and not the **Administrator**. Furthermore, **We** will not deny additional rental time in the event

a repair is delayed due to parts back order or component failure inspection.

In Massachusetts, the Obligor is the selling dealer identified on the Application Page of this **Contract**.

In Minnesota, in the case of fraud, **We** will provide to **You** a written notice of cancellation fifteen (15) days prior to the **Contract** being cancelled. In the case of material misrepresentation, a substantial breach of **Your** duties, and/or non-payment, **We** will provide to **You** a written notice of cancellation five (5) days prior to the **Contract** being cancelled. The notice provided hereunder will include the effective date and reason for cancellation. 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 **Service Contract** to **Us**. The right to void this **Contract** is not transferrable and applies only to the original **Contract** holder.

In Mississippi, Cancellation by **Us** shall only occur in instances of nonpayment of the provider fee, a material misrepresentation by the **Service Contract** holder to the **Service Contract** provider, or a substantial breach of duties by the **Service Contract** holder relating to the covered product or its use. Only **Vehicle Service Contracts** on motor vehicles are regulated by the Mississippi Department of Insurance.

In Missouri, if **We** cancel the **Agreement**, notice of such cancellation will be delivered to **You** by registered mail fifteen (15) days prior to cancellation. The applicable free-look time period on this **Agreement** shall only apply to the original **Agreement** purchaser. If **You** cancel within the first thirty (30) days and a claim has been made, **We** will refund the entire **Contract** Purchase Price less any claims paid. A ten percent (10%) penalty of the amount outstanding per month shall be added to a refund that is not made within forty-five (45) days of return of this **Agreement** to **Us**.

In Montana, **We** will mail **You** written notice of cancellation at the last-known address for **You** contained in **Our** records at least five (5) days prior to the cancellation. The notice will include the effective date and the reason for the cancellation. Prior notice will not be mailed for cancellation because of nonpayment of the **Contract** Purchase Price, a material misrepresentation by **You** to **Us**, or substantial breach of duties by **You** relating to the **Vehicle** or its use. Nonoriginal manufacturer's parts are allowed to be used to effectuate repairs.

In Nebraska, **You** have the right to file a claim directly with the Insurance Company in the event a covered service is not provided by **Us** within sixty (60) days of proof of loss being filed by **You**.

In Nevada, the **Waiting Period** shall not exceed thirty (30) days. The **Waiting Period** shall be added back into the term of this **Contract** on the Application Page. **You** may return this **Contract** and receive a full refund if **You** notify **Us** of **Your** intent to return the **Contract** in writing within thirty (30) days of purchase if **You** have not made a claim.

We may only cancel this **Contract** for **Your** failure to pay an amount when due;

Your conviction of a crime which results in an increase in the service required under this **Contract**; discovery of **Your** fraud or material misrepresentation in obtaining this **Contract** or presenting a claim; discovery of **Your** act or violation of this **Contract** which occurred after the effective date and which substantially and materially increases the service required under this **Contract**; or, a material change in the nature or extent of the required services or repair which occurs after the effective date and which causes the required service or repair to be substantially and materially increased beyond originally contemplated. If **We** cancel this **Contract**, **We** will refund to **You** the pro rata unearned **Contract Purchase Price**. No cancellation fee will be imposed if **We** cancel. Cancellation will be effective fifteen (15) days after the notice of cancellation is sent to **You**.

Refunds shall be processed within thirty (30) days of cancelling this **Contract**, or **We** will owe **You** a penalty of ten-percent (10%) of the purchase price per each thirty (30) day period or portion thereof that the refund and any accrued penalties remain unpaid. **We** will mail **You** a written notice of cancellation prior to thirty (30) days of the date of cancellation of this **Contract** in Nevada.

The cancellation fee and transfer fee will not exceed twenty-five (\$25.00) dollars.

If **You** choose to cancel this **Contract** and elect to send in a letter of cancellation, as outlined in SECTION X. CANCELLATIONS of this **Contract**, a notarized signature will not be required.

This **Contract** is not renewable. **Consequential damages are excluded from coverage under this Contract.** **We** will not charge a cancellation fee if this **Contract** is cancelled by **Us**. This **Contract** will not cover any unauthorized or non-manufacturer-recommended modifications to the covered product, or any damages arising from such unauthorized or non-manufacturer-recommended modifications. However, if the Covered Product is modified or repaired in an unauthorized or non-manufacturer-recommended manner, **We** will not automatically suspend all coverage. Rather, this **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**. **IF A WAITING PERIOD EXISTS IT WILL BE DISPLAYED ON THE APPLICATION PAGE OF THIS CONTRACT.**

This **Contract** will not be initially issued to 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**, **We** will not automatically suspend all coverage. **We** will not provide any coverage that would have otherwise been provided under the manufacturer's warranty. However, **We** will continue to provide any other coverage under this **Contract**, unless such coverage is otherwise excluded by the terms of this **Contract**.

In the event **You** are not satisfied with the manner in which **We** are handling a claim, **You may file a complaint with the Nevada Division of Insurance by calling (888) 872-3234 or in writing at 1818 E. College Pkwy Suite 103, Carson City, NV 89706-7986.**

In New Hampshire, arbitration under this **Contract** shall comply with RSA 542. If **You** have any questions regarding this **Agreement**, **You** may contact **Us** by mail or by phone. Refer to the Application Page 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.

In New Jersey, if **You** request cancellation of this **Contract** within sixty (60) days of the purchase date of the **Contract** and the refund is not paid or credited within forty-five (45) days after **Your** cancellation request to **Us**, a penalty of ten percent (10%) of the purchase price penalty will be added to the refund for every thirty (30) days the refund is not paid. If **We** cancel this **Contract**, **We** shall mail a written notice to **You** at **Your** last known address at least five (5) days before cancellation. The notice shall state the effective date of the cancellation and the reason for the cancellation. Written notice is not required if canceled due to nonpayment by **You** of the provider fee; a material misrepresentation by **You** to the provider; or substantial breach of duties by **You** relating to the covered product or its use.

In New Mexico, this **Contract** cannot be renewed. **We** will mail **You** a written notice of cancellation fifteen (15) days prior to cancellation. If a refund not credited within thirty (30) days upon the processing of **Your** Letter of Cancellation, **We** shall owe a penalty of ten percent (10%) of the purchase price for each thirty-day (30) period that the refund is not issued to **You**. No **Agreement** that has been in effect for at least seventy (70) days may be cancelled by **Us** before the expiration of the agreed term of one (1) year after the **Agreement** Purchase Date, whichever occurs first, except for the following reasons: (1) **Your** failure to pay an amount when due, (2) **Your** conviction 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 this **Agreement**, (4) Discovery of either of the following if it occurred after the **Agreement** Purchase Date and substantially and materially increased the service required under this **Agreement** - a) An act or omission by **You**, or b) **Your** violation of any condition of this **Agreement**. The right to void this **Agreement** is not transferable and applies only to the original **Agreement** holder. **If You have any concerns regarding the handling of Your claim, You may contact the New Mexico Office of the Superintendent of Insurance at 1 (855) 427-5674.**

In New York, if **We** cancel the **Agreement**, **We** will mail a written notice to **You** at **Your** last known address contained in **Our** records at least fifteen (15) days prior to the cancellation. The notice will state the reason and effective date for the cancellation. Written notice of cancellation is not required for cancellation for nonpayment of the provider fee, material misrepresentation or a substantial breach of duties by **You** relating to the **Vehicle** or its use. A ten percent (10%) penalty per month shall be added to a refund that is not made within thirty (30) days of return of the **Contract** to **Us**. If **You** return or terminate this **Contract** within thirty (30) days and no claim has been made, the **Contract** is void and **You** will receive a full refund of the **Contract** Purchase Price. The right to return the **Contract** within thirty (30) days of purchase and void the **Contract** shall only apply to the original purchaser of the **Service Contract**. This **Contract** excludes

consequential damages and preexisting conditions.

In North Carolina, We may only cancel this **Contract** for nonpayment of the **Contract** Purchase Price or for a direct violation of the **Contract** by **You**. Violation of this **Contract** subjects this **Contract** to cancellation. If **You** cancel after thirty (30) days, or if a **Claim** has been made, **We** will pay **You** a pro rata refund of the **Contract** Purchase Price, less any **Claims** paid and a cancellation fee in the amount of the lesser of fifty dollars (\$50.00) or ten percent (10%) of the **Contract** Purchase Price.

In Oklahoma, during the first thirty (30) days after this Contract is sold, if this Contract is cancelled for any reason, You shall be entitled to a one hundred percent (100%) refund of the Contract Purchase Price. After the first thirty (30) days, in the event this Contract is canceled by You, return of the provider fee shall be based on one-hundred percent (100%) of the unearned pro rata provider fee less any claims paid and a cancellation fee. In the event the Contract is canceled by Us, return of premium shall be based upon one hundred percent (100%) of unearned pro rata provider fee less any claims paid.

The cancellation fee shall not exceed fifty dollars (\$50.00) or ten percent (10%) of the unearned **Contract** pro-rata purchase price.

You will be mailed a written notice prior to thirty (30) days of the date of cancellation of this **Contract**.

This is not an insurance contract. **Coverage** afforded under this **Contract** is not guaranteed by the Oklahoma Insurance Guaranty Association. CGA SC Provider Services, INC is a licensed Service Warranty Association in the State of Oklahoma. **Our** Oklahoma Identification Number is 514864317.

In Oregon, all 24-Hour Roadside Assistance services and benefits are administered by Nation Motor Club, LLC located at 800 Yamato Road, Suite 100, Boca Raton, FL 33431; however, We are ultimately responsible for providing these benefits. We, the Obligor are covered by a reimbursement insurance policy issued by Old Republic Insurance Company, for all of the obligations and liabilities in this Service Contract including additional roadside assistance benefits, as defined in SECTION VI. ADDITIONAL BENEFITS OF COVERAGE of this Contract. Any failure to provide such benefits by Nation Motor Club, LLC or Us will be covered by Our reimbursement insurance policy issued by Old Republic Insurance Company. If You have any questions regarding this Contract, or a complaint against the Obligor, You may contact the Oregon Department of Consumer & Business Services, Division of Financial Regulation, Consumer Advocacy Unit at 350 Winter Street NE, Room 300, Salem, Oregon 97301 (888) 887-4894.

In South Carolina, in the event of a dispute with the provider of this Contract, You may contact the South Carolina Department of Insurance, Capitol Center 1201 Main Street, Suite 1000, Columbia, South Carolina 29201 or (800) 768-3467. This Agreement is not an insurance contract. You may return this Contract within thirty (30) days, and if You have not made a claim, We will refund the full purchase price of this Contract to You. The right to return and void this Contract

shall not be transferrable to a subsequent transferee. If **We** cancel this **Contract**, **We** will send written notice at least fifteen (15) days prior to the cancellation date. No prior notice will be sent for cancellations based on **Your** nonpayment of the purchase price, **Your** material misrepresentation, or **Your** substantial breach of this **Contract**.

In **Texas**, this **Contract** is regulated by the Texas Department of Licensing and Regulation. If **You** have a complaint arising from this **Contract**, **You** may contact them at (512) 463-6599 or in writing at 920 Colorado Street, Austin, TX 78701. A refund will be processed upon **Our** receipt of a cancellation notice by **You**. **You** may contact the Insurer listed in **SECTION IX. GUARANTY**, if a refund is not paid before the 46th day after the date on which the **Contract** is cancelled. In the event the **We** cancel this **Contract** for any reason, there shall be no cancellation fee. If **You** cancel this **Contract** on or after the 31st day, **We** will charge **You** a cancellation fee of fifty dollars (\$50.00). If the **Contract** is cancelled before the 31st day and a claim has been paid, **We** will refund **You** the full purchase price of the **Contract** less any claims paid. The **Service Contract Administrator** license number for [CarGuard Administration, INC is 324]. The **Service Contract** provider license for CGA SC Provider Services, INC is 789.

In **Utah**, the following additional terms, conditions, and disclosures are required by Utah statute or administrative regulation. The following terms and conditions shall serve as an addendum to this **Contract** and shall supersede and replace any other terms and/or conditions where appropriate:

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

The Arbitration clause shall be stricken in its entirety. The following language shall apply to the resolution of any disputes arising under this **Contract** in the State of Utah: The Arbitration clause shall be stricken in its entirety. The following language shall apply to the resolution of any disputes arising under this **Contract** in the State of Utah: **ANY MATTER IN DISPUTE BETWEEN YOU AND THE COMPANY MAY BE SUBJECT TO ARBITRATION AS AN ALTERNATIVE TO COURT ACTION PURSUANT TO THE RULES OF (THE AMERICAN ARBITRATION ASSOCIATION OR OTHER RECOGNIZED ARBITRATOR), A COPY OF WHICH IS AVAILABLE ON REQUEST FROM THE COMPANY. ANY DECISION REACHED BY ARBITRATION SHALL BE BINDING UPON BOTH YOU AND THE COMPANY. 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.**

An emergency repair, as outlined in **SECTION III. CONTRACT HOLDER'S RESPONSIBILITIES** of this **Contract**, shall be defined as any repair that requires prior authorization from **Us** but authorization can not be obtained because it is outside of **Our** business hours. Failure to give any notice or file any proof of loss required by the **Contract** within the time specified in the **Contract** 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 filed as soon as reasonably possible.

SECTION X. CANCELLATIONS, shall be amended to state the following: This **Contract** may only be cancelled by **Us** due to substantial breaches of contractual duties by **You**, non-payment, or material misrepresentation. In the event this **Contract** is cancelled by **Us**, **You** will not be charged any cancellation fee or service charge. **We** will mail **You** a written notice of cancellation prior to thirty (30) days of the cancellation date of this **Contract**. This letter shall state the effective date and reason for the cancellation.

If **You** cancel this **Contract** within thirty (30) days of purchase and no **Claim** has been filed, the entire **Contract** Purchase Price will be refunded. If **You** cancel this **Contract** after thirty (30) days of purchase or if a **Claim** has been filed, an amount of the unearned **Contract** Purchase Price will be refunded according to the pro-rata method reflecting the days in force based on the term of the **Contract**. Elapsed time shall be measured from **Contract** sale date at the time of sale, less a cancellation fee which shall equal the lesser of fifty dollars(\$50.00) or ten percent (10%) of the unearned pro-rata **Contract** Purchase Price as stated on the Application Page.

In the event of cancellation whereby a lien has been placed against the **Vehicle**, the lienholder will be named on the cancellation refund check. In the event of a lienholder change or release, it is **Your** responsibility to notify **Us** in writing by sending in proof of lienholder documents and/or lien release documents at CarGuard Administration, INC, ATTN: Lienholder Change, 6991 E Camelback Rd, Suite C309, Scottsdale, AZ 85251.

In the event this **Contract** is financed through a payment plan or finance agent, the payment plan provider or finance agent shall place a lien against this **Contract**. Any and all refunds due from a cancellation shall be due to the payment plan provider or finance agent as long as a balance is due by **You** to the payment plan provider or finance agent. Once the payment plan has been paid off, any net prorated refunds shall be due to the **Contract** holder directly.

This **Contract** shall be non-renewable.

The following sentence shall be added to **SECTION IX. GUARANTY**: Should the provider fail to pay or provide service on any Claim within sixty (60) days after proof of loss has been filed, the **Contract** holder is entitled to make a **Claim** directly against the Insurance Company.

In **Vermont**, **We** may only cancel this **Contract** for fraud or material misrepresentation affecting the **Contract** or the presentation of a claim there under, non-payment of the **Contract** Purchase Price, or violation of any of the terms or conditions of this **Contract**. If **We** cancel this **Contract** for non-payment, **We** will provide a written notice within fifteen (15) days of the cancellation date. If **We** cancel this **Contract** for any other reason, **We** will provide a written notice with the reason for cancellation by certified mail within forty-five (45) days notice of the cancellation date.

In **Virginia**, 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

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.

In West Virginia, there is no cancellation fee. If a covered claim is not paid within fifteen (15) working days from the agreed upon settlement, **You** may file a claim directly with the insurer Old Republic Insurance Company (Tulsa Branch Office), 8282 South Memorial Drive, Tulsa, Oklahoma 74133. The telephone number for Old Republic Insurance Company is 1 (800) 331-3780.

In Wisconsin, the cancellation fee shall not exceed ten percent (10%) of the provider fee or fifty (\$50.00) dollars, whichever is less. Outside of the first thirty (30) days, if this **Contract** is cancelled by **Us** for a reason other than non-payment of the provider fee, **You** shall be entitled to one-hundred percent (100%) of the unearned pro-rata fee less any claims paid. In situations involving subrogation, the **Contract** holder must be made whole before the company may retain amounts it has recovered. In the event of a total loss of property covered by a **Service Contract** that is not covered by a replacement of the property pursuant to the terms of the **Contract**, **You** shall be entitled to cancel the **Service Contract** and receive a pro rata refund of any unearned provider fee, less any claims paid. This **Contract** may only be cancelled by **Us** due to nonpayment of the **Contract** Purchase Price, material misrepresentation by **You** to **Us** or the **Administrator**, or substantial breach of **Your** duties relating to the **Vehicle** or its use. If **We** cancel this **Contract**, **We** will provide to **You** a written notice of cancellation five (5) days prior to the **Contract** being cancelled. The notice provided hereunder will include the effective date and reason for cancellation. A ten percent (10%) per month penalty will be due on any amounts outstanding for refunds that are not paid before the 46th day after date of the receipt of the letter of cancellation. The right to return and void this **Contract** within the first thirty (30) days shall not be transferrable to a subsequent transferee. **THIS CONTRACT IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE. If You do not receive satisfaction under this Agreement, You may contact the Office of the Commissioner of Insurance at the following address: P.O. Box 7873, Madison, WI 53707-7873.**

In Wyoming, the right to return and void this **Contract** within the first thirty (30) days is not transferrable and applies only to the original **Contract** holder. Prior notice is not required if the reason for cancellation is nonpayment of the provider fee, a material misrepresentation by the **Service Contract** holder to the provider or a substantial breach of duties by the **Service Contract** holder relating to the covered product or its use. **We**, the Obligor are covered by a reimbursement insurance policy issued by Old Republic Insurance Company for all of the obligations and liabilities in this **Service Contract**. Additional roadside assistance benefits, as defined in Section VI. ADDITIONAL BENEFITS OF COVERAGE are provided by Nation Motor Club, LLC. Any failure to provide such benefits by Nation Motor Club, LLC or **Us** will be covered by **Our** reimbursement insurance policy issued by Old Republic Insurance Company.