



KEY/REMOTE PROTECTION

Key/Remote Contract Number AK#

Agreement Holder			Selling Dealer			Plan Number: B1		
Address			Auto Advocate Inc			Producer Code: 121017		
5268 Nicholson LN Suite G176			Address					
City	State	Zip	City	State	Zip			
Kensington	MD	20895						
Home Phone		Bus. Phone		Phone		Contact		
855 587 2886								
Year	Make	Model	VIN#			Mileage/Hours		
EFFECTIVE DATE			LENDER/LESSOR					
04 / 18 / 2024								
1 YEAR <input type="checkbox"/>	2 YEAR <input type="checkbox"/>	3 YEAR <input type="checkbox"/>	4 YEAR <input type="checkbox"/>	5 YEAR <input type="checkbox"/>	Address			
RETAIL COST			Vehicle Price			City		
						State		
\$			\$			Zip		
Number of Keys/Remotes at Time of Vehicle Delivery			Class 1 <input type="checkbox"/>			Class 2 <input type="checkbox"/>		
Must be minimum of two (2)								

YOU MUST RECEIVE PRIOR AUTHORIZATION FROM THE CLAIMS CENTER PRIOR TO INITIATING ANY ROAD SERVICE BENEFITS. FOR 24-HOUR ROADSIDE ASSISTANCE CLAIMS CALL [877-222-4162]

YOU MUST RECEIVE PRIOR AUTHORIZATION FROM THE CLAIM CENTER PRIOR TO INITIATING ANY KEY/REMOTE REPLACEMENT BENEFITS. FOR CLAIMS CALL [877-222-4162]

I/We have read this Agreement in its entirety and fully understand its content and acknowledge receipt of a copy thereof. I/We further understand that this Agreement is not required in order to purchase or obtain financing for the Vehicle and that my/our acceptance of the coverage under this Agreement is voluntary. You acknowledge Your understanding of and agree to the Dispute Resolution/Arbitration Agreement and Class Action Waiver section in this Agreement. Refer to the Dispute Resolution/Arbitration Agreement and Class Action Waiver section for opt-out instructions. This Agreement is based on information You provided in this Information Schedule Page above. You acknowledge Your understanding of the limited applicability of the Federal Magnuson Moss Warranty Act as set out in this Agreement. Additionally, I certify that I have received two (2) sets of keys/remotes at the time of purchase. THIS AGREEMENT MAY ONLY BE PURCHASED AT THE TIME OF VEHICLE PURCHASE.

I ACCEPT THIS PROTECTION

I REJECT THIS PROTECTION

Jennifer Lawinsky

04 / 18 / 2024

Agreement Holder Signature(s)

Date

Agreement Holder Signature(s)

Date

CEO

04 / 18 / 2024

Dealer/Lender/Lessor Signature

Title

Date

Key/Remote Replacement Coverage

In the event Your Covered Key/Remote is lost, stolen or accidentally destroyed, the Administrator will pay the Reasonable Replacement Cost for a replacement key/remote up to a maximum of [four hundred dollars (\$400)] per year for Class 1 or [eight hundred dollars (\$800)] per year for Class 2. Valet keys, or other keys with limited functionality are excluded. **IMPORTANT NOTE: FOR THE SAFETY AND SECURITY OF THE VEHICLE OWNER, ALL KEYS AND/OR REMOTES THAT ARE REPORTED LOST, STOLEN OR ACCIDENTALLY DESTROYED MUST BE DEPROGRAMMED BY THE DEALER PRIOR TO REPLACEMENT.**

This is not an Insurance Contract.

This is not an Automobile Physical Damage or Automobile Liability Insurance Contract.

Pre-existing conditions are not covered under the terms of this agreement. See reverse for additional information, limitations and exclusions.

DEFINITIONS

Agreement Holder, You, Your: means the individual(s) listed in the **Information Schedule** section of this Agreement.

Administrator/Obligor (We/Us/Our): Classic Administration Systems, LLC [1603 Capital Avenue Suite 303D, Cheyenne, WY 82001] [1-800-930-4633] who is the Obligor in this Agreement.

Appropriate Franchise Dealer: means any dealership which is authorized by the OEM to replace the **Covered Key(s)/Remote(s)**.

Covered Failure: means the **Covered Key(s)/Remote(s)** that has been lost, stolen or accidentally destroyed. The absence of a key/remote at the time of **Vehicle** delivery does not constitute a **Covered Failure**.

Covered Key(s)/Remote(s): means the key(s)/remote(s) provided to **You** at the time of **Vehicle** purchase. This includes replacement key(s)/remote(s) that have been obtained subject to the terms of this Agreement.

Reasonable Replacement Cost: means the customary parts and labor costs required to complete the replacement of the **Covered Failure**, which in no case shall exceed the Manufacturer's Suggested Retail Price (MSRP) for parts, labor and allowances as defined in the manufacturer's labor time guide or the nationally recognized parts and labor time guides. **We** reserve the right to use "like kind and quality" replacements for lost or damaged keys/remotes.

Selling Dealer: means the dealership listed in the **Information Schedule** section of this Agreement.

Vehicle: means the automobile listed in the **Information Schedule** section of this Agreement that is not otherwise excluded from coverage.

ADDITIONAL BENEFITS

24-HOUR ROADSIDE ASSISTANCE: [1-877-222-4162 PLAN NUMBER B1]

When arranging for Roadside Assistance, please call [1-877-222-4162] and reference **Your** Producer Code, **Your Agreement** number (located on the **Information Schedule** section of this form), and Plan [B1]. **You** will not be required to pay any additional fees in addition to the **Agreement** fee when **Your** service is for a tow of up to [fifteen (15) miles] or other covered service listed below. **You** are entitled to [one (1) free service within a seventy two (72) hour] period. Covered services not obtained through **Us** are limited to a maximum reimbursement amount of [seventy-five dollars (\$75)]. **Important:** Please be with **Your** vehicle when the service provider arrives, as they cannot service an unattended vehicle.

- **Towing:** Up to [fifteen (15) miles] at no out of pocket expense to **You**. Additional mileage is available and will be negotiated prior to sending out a service vehicle. Additional mileage is to be paid by **You** directly to the service provider at the time of service.
- **Emergency Road Service:** Any available road service that is needed to get **Your Vehicle** running (i.e. hose replacement, tightening of cables or belts etc.). **You** are responsible for the actual cost of parts and/or supplies needed.
- **Essential Fluids or Supplies Delivery:** Including gasoline, water, oil, or any supplies necessary to send the **Vehicle** on its way. **You** are responsible for the actual cost of fluid and/or supplies delivered.
- **Flat Tire Changes or Repair:** If **You** get a flat tire, **Your Vehicle's** spare tire will be installed, as long as it's inflated and serviceable.
- **Emergency Battery Service:** Includes tightening or cleaning of cables, jumpstarts, and minor adjustments to alternator.
- **Lockout Services:** **We** will send a locksmith if **You** are accidentally locked out of the **Vehicle**. Access to passenger compartment only.

Reimbursement: In the event **Your** Registered **Vehicle** is disabled and **We** were unable to fulfill **Our** obligations for any of the above covered services, and **You** contracted for a covered service on **Your** own **You** will be able to submit **Your** original receipt road service expenses for reimbursement consideration. **You** must send **Your** original receipted roadside bills along with a completed claim form to: [Nation Motor Club, LLC. dba Nation Safe Drivers, 800 W. Yamato Rd Suite 100, Boca Raton, Florida, 33076]. **Attn:** Claims. Claim forms may be obtained online at [www.nsdclaims.com] or by calling toll-free [1-877-222-4162]. Maximum reimbursement amount of [seventy-five dollars (\$75)].

All 24-Hour Roadside Assistance Services and Benefits are administered through [Nation Motor Club, LLC. Administrative offices at 800 W. Yamato Road, Suite 100, Boca Raton, FL 33431]. **In Alabama, Alaska, & Utah:** All services and benefits are administered through [Nation Safe Drivers Services, Inc. located at 800 W. Yamato Road, Suite 100, Boca Raton, FL 33431].

TERMS AND CONDITIONS

- All benefits are available to **You** up to **Your** benefit limit, as described throughout this Agreement, without any additional payments. **You** are responsible for any non-covered expenses.
- The term of this **Agreement** begins on the Effective Date and continues for the number of years specified in the **Information Schedule** section of this **Agreement**. In the event no term is indicated, this **Agreement** will default to a term of one (1) year. The maximum term available is sixty (60) months. This **Agreement** is non-renewable, and the period during which coverage applies is limited to the term **You** purchased.
- If **You** only received one (1) key/remote at the time of **Vehicle** purchase, there is no coverage for any loss unless **You** can provide documentary proof that the **Vehicle** was towed to the repair facility.
- **We** make every effort to provide service but there are instances where **We** have no vendor available in **Your** area. In such an instance, **We** reserve the right to make cash settlements in lieu of providing service. Such settlement will be based on market rates for like services in **Your** general geographic area.
- All of the benefits and services of **Your** Agreement are described herein and are applicable throughout the United States and Canada.
- **It is Our policy to respect the privacy of Our customers. For information on Our privacy practices, please review Our privacy policy at [www.classictrak.com] or You may obtain a full copy of Our companies privacy notice by sending a written request to the Administrator, Attn: [Privacy Notice Department, 13401 McCormick Drive, Tampa, FL 33626.]**

CLAIMS PROCEDURES

To obtain key/remote replacement benefits under this **Agreement**, **Agreement** Holder must comply with the following conditions:

ALL KEY/REMOTE REPLACEMENT CLAIMS MUST BE CALLED IN FOR AUTHORIZATION PRIOR TO REPLACEMENT

1. All claims must be reported to the **Administrator** as soon as reasonably possible at [1-877-222-4162].
2. If **Agreement** Holder is within a [twenty-five (25) mile] radius of the Seller, **Agreement** Holder must return there to have a replacement key/remote cut and programmed. If **Agreement** Holder is outside the [twenty-five (25) mile] radius, or if the Seller is no longer in business, **Agreement** Holder may go to any appropriate franchised dealer.
3. All non-working keys/remotes must be made available to the dealer for inspection.
4. The Seller must email a copy of the original replacement order to the company for final payments.
5. The **Seller** will be paid as soon as an appropriate replacement order is received by the **Administrator** from the Seller. The customer is not responsible for any out-of-pocket expense other than costs in excess of their yearly limit of either [\$400] for Class 1 or [\$800] for Class 2.
6. If it is necessary for **Agreement** Holder to go to non-originating Seller, **Agreement** Holder must call the **Administrator** at [1-877-222-4162] Monday through Friday from 9a.m. - 5p.m. Eastern Time, for prior approval before replacing the key/remote. **You** are responsible for paying the Appropriate Franchise Dealer for the replacement key/remote and will be reimbursed by the Administrator up to **Your** Plan limit upon the Administrator's receipt of all replacement orders, sales invoices and/or other relevant or appropriate documentation, as may be requested by [Classic Administration Systems, LLC]
7. The **Administrator** is solely agreeing to pay the replacement cost for eligible keys/remotes under the terms, conditions and limitations set forth in this **Agreement**. The

Administrator shall not provide any keys/remotes itself. Further, the **Administrator** does not in any way warrant or guarantee, whether express or implied, any replacement key/remote obtained by **Agreement Holder** and/or paid for by Company. NOTE: THE ADMINISTRATOR RESERVES THE RIGHT TO INSPECT ANY DAMAGED KEYS/REMOTES PRIOR TO DISPOSAL. FAILURE TO PRESERVE DAMAGED PROPERTY MAY RESULT IN CLAIM DENIAL.

In the event that the key/remote damage/loss occurs after the **Administrators** regular business hours, or on a weekend, and replacement must be effected, **You** MUST follow these instructions:

Emergency Lost/Damaged Key Remote Claim Procedures: Our office hours are [9:00 AM to 5:00 PM Monday through Friday, EST.]

1. If you experience a lost or damaged key when our office is closed, follow the claim procedures above and submit the following for reimbursement:
2. Computer generated invoice must contain the following:
 - a. Your vehicle information, including Year, Make, Model
 - b. Your name, address and phone number
 - c. The current vehicle's mileage
 - d. A description of what happened to the key/remote (lost or damaged)
 - e. Cost of key
 - f. Your signature showing you paid the bill

*Note: Contact our office the next business day or as reasonably possible to report your claim
Send all the above information to [casclaims@classictrak.com]

EXCLUSIONS

Key/Remote Coverage Exclusions: This Agreement does not cover: (a) Any damage that occurs outside the United States and Canada; (b) Any damage which is covered by any other Agreement, including warranties issued by the manufacturer; (c) Replacement wherein the manufacturer, by public announcement of a recall, established its responsibility to replace key/remotes; (d) Any damage that is the result of a manufacturer's defect; (e) Any consequential loss or damage whatsoever, including loss, damage or injury to persons or property resulting from the failure of any of the parts of the Vehicle described herein, the replacement of which are covered under the terms and conditions of this Agreement; (f) Any loss where You or any person on Your behalf falsely swears or commits any fraudulent act with respect to any claim; (g) Any replacement that is not pre-authorized; (h) Weather related damage; (i) Commercial Vehicles; (j) Any damage related to acts of God or acts of war or terrorism; (k) Replacement of Valet keys, or other keys with limited functionality; (l) Any pre-existing conditions or damage.

CANCELLATIONS

You may cancel this Agreement by submitting a written request to the **Selling Dealer** or **Us** including a copy of **Your Agreement**. During the first thirty (30) days from the Agreement purchase date, **We** or the **Selling Dealer** will refund **You** 100% of the Agreement purchase price, less any claims paid on **Your Agreement**. After the first thirty (30) days from the Agreement purchase date, **We** or the **Selling Dealer** will refund **You** a pro rata refund of the Agreement purchase price, based on the term remaining of the Agreement, less any claims paid on **Your Agreement**, and less a [fifty dollars (\$50)] cancellation fee. After thirty (30) days, **We** may cancel this Agreement at any time. If **We** cancel this Agreement, **We** or the **Selling Dealer** will refund **You** 100% of the Agreement purchase price, less any claims paid on **Your Agreement**. If **Your Agreement** is financed, the lienholder has the right to receive any portion of the cancellation refund amounts. If **Your Vehicle** is repossessed, stolen or declared a total loss, **You** authorize the lienholder to cancel this Agreement. The lienholder, if any, will be named on a cancellation refund check as their interest may appear. Any cancellation, expiration or termination of this Agreement, including by **You** or **Us**, shall not cancel, expire or terminate the Dispute Resolution/Arbitration Agreement and Class Action Waiver of this Agreement, which shall remain in effect (unless **You** opted out of the Arbitration Agreement and Class Action Waiver in a timely and proper manner).

TRANSFERS

In the event that **You** sell the **Vehicle**, this Agreement shall terminate or upon approval from the **Administrator**, **You** may apply for a transfer to the new owner. If **You** choose to apply for a transfer of the Agreement to the new owner the transfer request must be made in writing within thirty (30) days from the date of sale to a private party (non-commercial party). The **Agreement Holder** must call the **Administrator** at [877-222-4162] to obtain a transfer form and include the following: 1) A copy of the completed transfer form; 2) A check or money order in the amount of fifty dollars (\$50) made payable to the **Administrator**; 3) A copy of the declaration page of this Agreement; 4) A signed affidavit stating the date of sale, the mileage at sale and the new owner's name, address and telephone number.

If **You** do not request the transfer of the Agreement to the new owner the Agreement shall terminate. To receive a refund of the unearned Agreement purchase price, **You** must; 1) notify **Us** in writing within thirty (30) days of the sale and 2) provide a signed affidavit stating the date of the sale. If **Your Agreement** is financed, the lienholder has the right to receive any portion of the cancellation refund amounts.

The Agreement may not be assigned separately from the **Vehicle** nor can it be assigned to a New or Used Car Dealership or anyone other than an individual person that purchased **Your Vehicle**. This agreement may only be transferred once. IMPORTANT: This Agreement is not transferable to a **Selling Dealer** or entity in the business of selling, trading or leasing vehicle in any event.

LIMITED APPLICABILITY OF THE FEDERAL MAGNUSON MOSS WARRANTY ACT:

You agree and acknowledge that **You** have paid an additional fee for this Agreement that is separate and apart from the purchase price **You** paid for the **Covered Vehicle**. Because of that separately stated consideration, **You** agree and acknowledge that this Agreement is not part of the basis of the bargain for **Your** purchase of the **Covered Vehicle**. **You** further agree and acknowledge that **We**, the **Administrator/Obligor** under this Agreement, are not the supplier of the **Covered Vehicle**. Consequently, this Agreement is not a "written warranty" under the federal Magnuson Moss Warranty Act. As a result, this Agreement is not subject to the provisions of the Magnuson Moss Warranty Act that apply only to a "written warranty".

LIMITATION OF LIABILITY:

THIS AGREEMENT SETS OUT THE FULL EXTENT OF OUR RESPONSIBILITIES. NEITHER THE OBLIGOR NOR THE PROGRAM ADMINISTRATOR SHALL BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, EXPENSES ARISING OUT OF THIRD PARTY CLAIMS, LOSS OF USE OF THE VEHICLE, INCONVENIENCE, OR ANY OTHER LOSS), WHETHER OR NOT CAUSED BY OR RESULTING FROM BREACH OF CONTRACT, NEGLIGENCE, OR OTHER WRONGFUL ACT OR OMISSION, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NEITHER THE OBLIGOR NOR THE PROGRAM ADMINISTRATOR AUTHORIZE ANY PERSON, ENTITY OR DEALER TO CREATE FOR THEM ANY OTHER OBLIGATION OR LIABILITY IN CONNECTION WITH THIS PRODUCT.

Dispute Resolution/Arbitration Agreement and Class Action Waiver:

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

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

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

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

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

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

OPT-OUT PROVISION. YOU SHALL HAVE THE RIGHT TO OPT OUT OF THIS ARBITRATION AGREEMENT AND CLASS ACTION WAIVER BY PROVIDING WRITTEN NOTICE OF YOUR INTENTION TO DO SO TO US WITHIN THIRTY (30) DAYS OF THE PURCHASE OF THIS AGREEMENT (THE DATE OF PURCHASE BEING INDICATED ON YOUR SALES ORDER AND RECEIPT FROM THE SELLING RETAILER). To opt out, **You** must send written notice to either: (1) 10751 Deerwood Park Blvd., Suite 200, Jacksonville, FL 32256, Attn: Legal or (2) legal@fortegra.com, with the subject line,

“Arbitration Opt Out.” **You** must include in **Your** opt out notice: (a) **Your** name and address; (b) the date **You** purchased **Your Agreement**; and (c) the **Seller**. If **You** properly and timely opt out, then all Claims will be resolved in court rather than arbitration.

OBLIGOR/ADMINISTRATOR

Classic Administration Systems, LLC [1603 Capital Avenue, Suite 303D, Cheyenne, WY 82001], [877-222-6142]

INSURANCE STATEMENT

Our obligations to perform under this **Agreement** are insured under an insurance policy issued by [Lyndon Southern Insurance Company [10751 Deerwood Park Blvd., Ste. 200, Jacksonville, FL 32256, Tel: (800) 888-2738], except in Georgia, New York, Rhode Island and Wisconsin.

In Georgia, the **Obligor** is insured under an insurance policy issued by the [Insurance Company of the South, [10751 Deerwood Park Blvd., Ste. 200, Jacksonville, FL 32256, Tel: (800) 888-2738].

In New York and Wisconsin, the **Obligor** is insured under an insurance policy issued by the [Blue Ridge Indemnity Company, 10751 Deerwood Park Blvd., Ste. 200, Jacksonville, FL 32256, Tel: (800) 888-2738].

In Rhode Island, the **Obligor** is insured under an insurance policy issued by [Atlantic Specialty Insurance Company, 605 North Highway 169, Suite 800, Plymouth, MN 55441]

If the **Obligor** fails to pay an authorized claim within sixty (60) days, or if the **Obligor** becomes insolvent or ceases to conduct business during the term of this agreement, **You** may submit **Your** claim directly to the applicable insurer at the above address for consideration.

STATE REQUIREMENTS AND DISCLOSURES

ALABAMA: A twenty-five dollar (\$25) cancellation fee is applicable. The CANCELLATION section is amended as follows: If **You** are the original **Agreement** holder and **You** cancel this **Agreement** within thirty (30) days of the original **Agreement** purchase date, a ten percent (10%) penalty per month shall be added to a refund that is not made within forty-five (45) days of this **Agreement** to **Us**. The lienholder, if any, will be named on a cancellation refund check as their interest may appear. In the event We cancel the Agreement, We will mail a written notice to **You** at **Your** last known address at least five (5) days prior to cancellation with the effective date for the cancellation and the reason for cancellation. We are not required to mail **You** written notice if the reason for cancellation is nonpayment of the Provider fee or a material misrepresentation by **You** to the Provider relating to the covered property or its use. If We cancel, refunds will be calculated according to the Pro-Rata method and no administration fee will be charged.

ALASKA: CANCELLATION section is amended as follows: **We** will retain a cancellation fee of seven and one half percent (7.5%) of the unearned pro rata **Agreement** purchase price, not to exceed twenty-five dollars (\$25); to be based on the days in force, as related to **Your Agreement's** term. The cancellation fee is only applicable if **You** cancel the **Agreement** after 30 days from the **Agreement Purchase Date**. If this **Agreement** is cancelled, **We** shall refund or credit to **You** the prorated amount of the unearned **Agreement Purchase Price**, less any claims paid, within forty-five (45) days after the return of this **Agreement** to **Us**. A ten percent (10%) penalty per month shall be added to a refund that is not paid or credited to **You** within forty-five (45) days after return of the **Agreement** to the provider, regardless of who initiated the cancellation. If **We** cancel the Agreement, written notice of such cancellation will be mailed to **You** at least five (5) days before cancellation by **Us**. The notice shall state the effective date of the cancellation and the reason for cancellation. Prior notice is not required if the reason for cancellation is nonpayment of the provider fee or fraud or a material misrepresentation by **You** in obtaining this **Agreement** or by **You** in pursuing a claim under the **Agreement**. The time limit claims reporting requirement for all coverage and their corresponding exclusions, are not applicable; thereby all references to such requirements are deleted in their entirety. CANCELLATION section that reads “**Administrator** reserves the right to rescind or cancel this **Agreement** at any time by refunding the original purchase price to the **Agreement** holder,” is deleted in its entirety and replace with: **We** may cancel this **Agreement** for non-payment of the **Agreement** charge, or for misrepresentation in the submission of a claim. The ARBITRATION section is deleted in its entirety and replaced with: If **You** and the **Administrator/Obligor** fail to agree on the amount of a covered first party loss, either may make written demand upon the other to submit the dispute for appraisal. Within ten (10) days of the written demand, each party must notify the other of the appraiser each has selected. The two appraisers will promptly choose a competent and impartial umpire. Not later than fifteen (15) days after the umpire has been chosen, unless the time period is extended by the umpire, each appraiser will separately state, in writing, the amount of the loss. If the appraisers submit a written report of agreement on the amount of the loss, the agreed amount will be binding. If the appraisers fail to agree, the appraisers will promptly submit their differences to the umpire. A decision agreed to by one of the appraisers and the umpire will be binding. All expenses and fees, not including counsel or adjuster fees, incurred because of the appraisal shall be paid, as determined by the umpire. Except as specifically provided, nothing in this section is intended to or shall in any manner limit or restrict **Your** rights or the rights of the **Administrator/Obligor**. *If the **Obligor** fails to pay an authorized claim within thirty (30) days, or if the **Obligor** becomes insolvent or ceases to conduct business during the term of this **Agreement**, you may submit your claim directly to the applicable insurer at the above address for consideration.*

ARIZONA: Nothing in this section prevents, limits, or waives **Your** rights to file a complaint against **Us**, [Auto Knight Motor Club, Inc.], or seek remedy available thereto, with the Arizona Department of Insurance. CANCELLATION section is amended as follows: A cancellation fee of twenty-five dollars (\$25) or 10% of the gross amount paid for the service contract, whichever is less. **You** may cancel this **Agreement** by submitting a written request to the Dealer/Seller containing a copy of **Your Agreement** and the current mileage on **Your Vehicle**. During the first thirty (30) days from the **Agreement** purchase date, **We** or the Dealer/Seller will refund **You** one hundred percent (100%) of the **Agreement** purchase price with no deductions for any claims or pending claims. After the first thirty (30) days from the **Agreement** purchase date, **We** or the Dealer/Seller will refund **You** a pro-rated amount of the **Agreement** purchase price, based on the lesser of the months or miles remaining, less a twenty-five dollar (\$25) cancellation fee or 10% of the gross amount paid for the service contract, whichever is less. **We** may not cancel or void this **Agreement** or any provisions of this **Agreement** due to (1) Our acts or omissions in failing to provide correct information or to perform services or repairs/replacements in a timely, competent, and workmanlike manner, (2) prior use or unlawful acts relating to the covered key/remotes, (3) Our misrepresentation, and (4) ineligibility of the key/remotes for coverage under the program.

Pre-Existing Condition(s) are not excluded, if such conditions were known or should have been known by Us or Dealer/Seller selling the Agreement on Our behalf.

CONNECTICUT: Unresolved complaints may be addressed to the State of Connecticut, Insurance Department, P.O. Box 816, Hartford, CT 06142-0816, Attention: Consumer Affairs. If the warranty period is less than one (1) year, the coverage is automatically extended if the product is being repaired/replaced when the warranty expires. CANCELLATION section is amended as follows: **You** may cancel this **Agreement** at any time for any reason by submitting a written request to the Dealer/Seller containing a copy of **Your Agreement**. **You** may cancel this **Agreement** if the vehicle is sold, lost, stolen, or destroyed. If **You** have filed a claim under this **Agreement** and the **Obligor** fails to pay or provide service within sixty (60) days of filing such a claim, or if the **Obligor** becomes insolvent or otherwise financially impaired, **You** may submit **Your** claim in writing with a copy of this **Agreement** and the sales receipt for the product to [Lyndon Southern Insurance Company at 10151 Deerwood Park Blvd., Bldg. 100, Suite. 500, Jacksonville, FL 32256] or by calling [(800) 888-2738].

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

days prior to the cancellation of this **Agreement** for non-payment of the **Agreement** purchase price. At least thirty (30) days written notice of cancellation will be mailed to **You** for all other reasons. Cancellation will comply with Section 33-24-44 of the Georgia Code. Cancellation fee is not applicable. **You** may cancel this **Agreement** at any time. If **You** cancel this **Agreement** within the first thirty (30) days and no claims have been filed, **We** will refund the entire **Agreement** purchase price. If this **Agreement** is cancelled after the first thirty (30) days or a claim has been filed, **We** will refund the amount of the **Agreement** purchase price according to the pro-rata method reflecting the greater of the days in force or the miles driven. An administrative fee of ten percent (10%) of the pro-rata refund amount will be applied if the **Agreement** is cancelled by **You**. If **Your Agreement** is financed, the lender has the right to receive any portion of the cancellation refund amounts. If **Your Vehicle** is repossessed, stolen or declared a total loss, **You** authorize the lender to cancel this **Agreement**. The lienholder, if any, will be named on a cancellation refund check as their interest may appear. **Pre-Existing Condition(s) are not excluded, if such conditions were known or should have been known by Us or Dealer/Seller selling the Agreement on Our behalf.**

IDAHO: Coverage afforded under this **Agreement** is not guaranteed by the Idaho Insurance Guarantee Association. *Obligations of the provider under this service contract are guaranteed under a service contract reimbursement insurance policy. If the provider fails to pay or provide service on a claim within sixty (60) days after proof of loss has been filed, the service contract holder is entitled to make a claim directly against the insurance company.*

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

INDIANA: **Your** proof of payment to the Dealer/Seller for this **Agreement** shall be considered proof of payment to [Lyndon Southern Insurance Company], which guarantees Our obligations to **You**, providing such insurance was in effect at the time **You** purchased this **Agreement**. *Obligations of the provider under this service contract are guaranteed under a service contract reimbursement insurance policy. If the provider fails to pay or provide service on a claim within sixty (60) days after proof of loss has been filed, the service contract holder is entitled to make a claim directly against the insurance company.* This **Agreement** is not insurance and is not subject to Indiana insurance law.

IOWA: Iowa residents only may contact the Iowa Insurance Commissioner at the following address: Iowa Insurance Division, Two Ruan Center, 1963 Bell Avenue, Suite 100, Des Moines, Iowa, 50315 (515) 281-5705. CANCELLATION section is amended as follows: If **You** are the original **Agreement** Holder and **You** cancel this **Agreement** within thirty (30) days of the original **Agreement** purchase date, a ten percent (10%) penalty per month shall be added to a refund that is not made within thirty (30) days of return of this **Agreement** to **Us**. If **We** cancel the **Agreement**, written notice of such cancellation will be mailed to **You** within fifteen (15) days of the date of cancellation. *Obligations of the provider under this service contract are guaranteed under a service contract reimbursement insurance policy. If the provider fails to pay or provide service on a claim within sixty (60) days after proof of loss has been filed, the service contract holder is entitled to make a claim directly against the insurance company.*

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

LOUISIANA: "This is not an insurance policy" is deleted from page one of this **Agreement**. CANCELLATION section is amended as follows: After thirty (30) days, **We** cannot cancel this **Agreement** except: (1) If there has been a material misrepresentation or fraud at the time of sale of the **Agreement**; (2) If **You** failed to maintain the motor **Vehicle** as prescribed by the manufacturer; or (3) For non-payment of the **Agreement** Purchase Price by **You**, in which case **We** will provide **You** notice of cancellation by certified mail. The refund will be based upon a pro-rata basis. In calculating a refund, no deduction shall be allowed for any claim that has been paid under the **Agreement**. If **You** have requested cancellation within the first thirty (30) days, full refund, minus any cancellation fee, shall be issued. Cancellation fees will not exceed fifty dollars (\$50). The "less any claims paid" language does not apply in the State of Louisiana. The DISPUTE RESOLUTION/ARBITRATION AGREEMENT AND CLASS ACTION WAIVER section is voluntary and non-binding.

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

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

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

You may file a claim directly with [Lyndon Southern Insurance Company] if we fail to pay any claim or make any refund or consideration due within 60 days after the proof is filed with **Us**. To do so, please call the following toll free number for instructions: [(800) 888-2738].

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

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

MISSISSIPPI: CANCELLATION section is amended as follows: If **We** cancel the **Agreement**, **We** shall refund **You** one hundred percent (100%) of the **Agreement** Purchase Price, less the amount of any claims paid. Written notice of such cancellation will be mailed to **You** not less than thirty (30) days prior to the effective date of such cancellation and will state the reason for cancellation; ten (10) days written notice will be mailed to **You** for non-payment of premium. Cancellation by the **Us** shall only occur in instances of non-payment of the provider fee, a material misrepresentation by the **Agreement** Holder to **Us**, or a substantial breach of duties by the **Agreement** Holder relating to the covered product or its use. A ten percent (10%) penalty per month shall be added to a refund that is not paid or credited to **You** within forty-five (45) days after return of the **Agreement** to the provider, regardless of who initiated the cancellation. If the **Agreement** is cancelled after thirty (30) days, or if a claim has been made against this **Agreement**, the cancellation fee is applicable not to exceed, ten percent (10%) of the **Agreement** Purchase Price. ARBITRATION does not apply in Mississippi. This **Agreement** is not supported by a manufacturer or distributor.

MISSOURI: CANCELLATION section is amended as follows: If **We** cancel the **Agreement**, notice of such cancellation will be delivered to **You** by registered mail fifteen (15) days prior to cancellation. The applicable free-look time period on this **Agreement** shall only apply to the original **Agreement** purchaser. A ten percent (10%) penalty per month shall be added to a refund that is not made within thirty (30) days of return of this **Agreement** to **Us**. *Obligations of the provider under this service contract are guaranteed under a service contract reimbursement insurance policy. If the provider fails to pay or provide service on a claim within sixty (60) days after proof of loss has been filed, the service contract holder is entitled to make a claim directly against the insurance company.*

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

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

If the provider fails to pay or provide service on a claim within sixty (60) days after proof of loss has been filed, the service contract holder is entitled to make a claim directly against the insurance company.

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

Transfer is amended to read: (3) a check or money order for \$25.00 payable to the Administrator for the transfer fee.

This **Agreement** does not cover or pay for any consequential loss or damage whatsoever, including loss, damage or injury to person or property resulting from the failure of any parts of **Your** vehicle, the replacement of which are covered under the terms and conditions of this **Agreement**.

Parts will be replaced with those of like kind and quality at our sole discretion. **We** may use new or remanufactured parts in repairing **Your Vehicle**. If the covered component cannot be repaired, if the cost of the repair exceeds the original purchase price, or if parts are no longer available or are discontinued by the manufacturer, the covered component will be replaced as determined by **Us** with a component of similar features.

NOTICE: If You are not satisfied with the manner with which the provider is handling your claim on the Agreement, You may contact the Commissioner with the Nevada Division of Insurance 1-888-872-3234.

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

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

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

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

The right to void this **Agreement** is not transferable and applies to only the original **Agreement** holder. If **We** cancel the **Agreement**, notice of such cancellation will be delivered to **You** by registered mail fifteen (15) days prior to cancellation. The notice of cancellation will state the reason for cancellation and will include any reimbursement required. The cancellation will be effective as of the date of termination as stated in the notice of cancellation. A ten percent (10%) penalty per month shall be added to a refund that is not made within thirty (30) days of return of this **Agreement** to **Us**. The cancellation fee does not apply in New Mexico. If **You** have any concerns regarding the handling of **Your** claim, **You** may contact the Office of Superintendent of Insurance at 855-427-5674. ANY PERSON WHO KNOWINGLY PRESENTS A FALSE OR FRAUDULENT CLAIM FOR PAYMENT OF LOSS OR BENEFIT OR KNOWINGLY PRESENTS FALSE INFORMATION IN AN APPLICATION FOR INSURANCE IS GUILTY OF A CRIME AND MAY BE SUBJECT TO CIVIL FINES AND CRIMINAL PENALTIES.

NEW YORK: CANCELLATION section is amended as follows: If this **Agreement** is originally delivered to **You** by mail, **You** may cancel this **Agreement** within thirty (30) days after the **Agreement** was mailed to **You** and receive a full refund of the **Agreement** purchase price provided no claim has been made under the **Agreement**. If a full refund is due to **You** under this **Agreement**, a ten percent (10%) penalty per month will be added to the refund if it is not made within thirty (30) days of return of the **Agreement** to **Us**. *Obligations of the provider under this service contract are guaranteed under a service contract reimbursement insurance policy. If the provider fails to pay or provide service on a claim within sixty (60) days after proof of loss has been filed, the service contract holder is entitled to make a claim directly against the insurance company.*

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

OHIO: This **Agreement** is not an insurance policy and is not subject to the insurance laws of this state. In the event **You** cancel the **Agreement** as stated in the CANCELLATION

section and no refund is received, **You** may contact [Lyndon Southern Insurance Company] directly for **Your** refund. *Obligations of the provider under this service contract are guaranteed under a service contract reimbursement insurance policy. If the provider fails to pay or provide service on a claim within sixty (60) days after proof of loss has been filed, the service contract holder is entitled to make a claim directly against the insurance company.*

OKLAHOMA: Oklahoma service warranty statutes do not apply to commercial use references in service warranty Agreements. Coverage afforded under this **Agreement** is not guaranteed by the Oklahoma Insurance Guaranty Association. For towing service, contact [Nation Motor Club, LLC dba Nation Safe Drivers] with administrative offices at [800 W. Yamato Road, Suite 100, Boca Raton, FL 33431].. In Oklahoma, the **Obligor** is Classic Administration Systems, LLC, [1603 Capital Avenue, Suite 303D, Cheyenne, WY 82001], Tel: [1-877-222-4162], Oklahoma License No. [XXXXXXX].

CANCELLATION section is deleted in its entirety and replaced with the following: **You** may cancel this **Agreement** by submitting a written request to the Dealer/Seller containing a copy of **Your Agreement**. If **You** cancel during the first thirty (30) days from the **Agreement Purchase Date**, and no claim has been authorized or paid, **We** or the Dealer/Seller will refund **You** one hundred percent (100%) of the **Agreement Purchase Price**. After the first thirty (30) days from the **Agreement Purchase Date**, or if a claim was made within the first thirty (30) days, **We** or the Dealer/Seller shall provide a refund of ninety percent (90%) of the unearned pro rata premium, less the cost of service provided under this **Agreement**. **We** may cancel this **Agreement** during the first thirty (30) days of the **Agreement Purchase Date** for any reason. After thirty (30) days, **We** may cancel this **Agreement** for material misrepresentation or fraud at time of sale or for non-payment of **Agreement Purchase Price**. If **We** cancel this **Agreement**, **We** or the Dealer/Seller will refund **You** one hundred percent (100%) of the **Agreement Purchase Price**, less the cost of service provided under this **Agreement**. If **Your Agreement** is financed, the lienholder has the right to receive any portion of the cancellation refund amounts. If **Your Vehicle** is repossessed, stolen or declared a total loss, **You** authorize the lienholder to cancel this **Agreement**. ARBITRATION section is amended as follows: While arbitration is mandatory, the outcome of any arbitration shall be non-binding on the parties, and either party shall, following arbitration, have the right to reject the arbitration award and bring suit in a district court of Oklahoma.

OREGON: ARBITRATION does not apply in Oregon. Emergency Replacement. Should an emergency occur which requires a replacement at a time when the Administrator's office is closed, You must call the Administrator's office at [1-877-222-4162] on the first available business day after the date of replacement to determine if such replacement will be covered by this Agreement. If covered You will be reimbursed upon receipt of all replacement orders, sales invoices, and/or other relevant or appropriate documentation, as many reasonably be requested by the Administrator.

SOUTH CAROLINA: If You have any questions regarding this Agreement, or a complaint against Us, You may contact the South Carolina Department of Insurance at, Capitol Center, 1201 Main Street, Ste. 1000, Columbia, South Carolina.29201 or by phone at (800) 768-3467. CANCELLATION section is amended as follows: A ten percent (10%) penalty per month shall be added to a refund that is not made within forty-five (45) days of return of this Agreement to Us. The lienholder, if any, will be named on a cancellation refund check as their interest may appear.

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

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

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

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

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

We may cancel this Agreement for any reason within (90) days of the Agreement Purchase Date for the following:

1. Material misrepresentation;
2. Substantial change in risk; or
3. Substantial breaches of contractual duties

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

ARBITRATION SECTION IS AMENDED AS FOLLOWS: ANY MATTER IN DISPUTE BETWEEN YOU AND US MAY BE SUBJECT TO ARBITRATION AS AN ALTERNATIVE TO COURT ACTION PURSUANT TO THE RULES OF (THE AMERICAN ARBITRATION ASSOCIATION OR OTHER RECOGNIZED ARBITRATOR), A COPY OF WHICH IS AVAILABLE ON REQUEST FROM US. ANY DECISION REACHED BY ARBITRATION SHALL BE BINDING UPON BOTH YOU AND US. THE ARBITRATION AWARD MAY INCLUDE ATTORNEY'S FEES IF ALLOWED BY STATE AND MAY BE ENTERED AS A JUDGEMENT IN ANY COURT OF PROPER JURISDICTION.

This Agreement has a \$0 deductible per occurrence.

KEY/REMOTE REPLACEMENT section is amended as follows: In the event Your Vehicle's key/remote is lost, stolen or inoperable, we will pay for replacement key/remote not to exceed, \$400 per year for Class 1 and \$800 per year for Class 2. IMPORTANT NOTE: for the safety and security of the Agreement Holder, all keys and/or remotes that are reported lost, stolen or inoperable must be de-programmed by the dealer prior to replacement.

INSURANCE STATEMENT section is amended as follows: Should the Obligor fail to pay or provide service on any claim within 60 days after proof of loss has been filed, the Agreement holder is entitled to make a claim directly with [Lyndon Southern Insurance Company].

VIRGINIA: If any promise made in the Agreement has been denied or has not been honored within sixty (60) days after Your request, You may contact the 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.

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

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

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

You may cancel this Agreement at any time in the event of total loss of property covered by this Agreement that is not covered by a replacement of the property pursuant to the terms of the Agreement. We or the Seller will refund You a pro-rated amount of the Agreement purchase price less any claims paid on Your Agreement. We may cancel this Agreement for material misrepresentation or fraud at time of sale, substantial breach of duties by the Agreement holder relating to Agreement coverage, or non-payment of Agreement purchase price. If We cancel this Agreement, We will provide written notice of cancellation, including the effective date of the cancellation and the actual reason for the cancellation, to the last known mailing address at least five (5) days prior to the effective date of the cancellation. If We cancel this Agreement, We or the Seller will refund You one hundred percent (100%) of the Agreement purchase price, less any claims paid on Your Agreement. Coverage is not available for stolen keys or remotes. This Agreement has a \$0 deductible per occurrence. ARBITRATION does not apply in Wisconsin.

Wyoming: ARBITRATION does not apply in Wyoming. CANCELLATION section is amended as follows: If You are the original Agreement holder and You cancel this Agreement within sixty (60) days of the original Agreement purchase date, a ten percent (10%) penalty per month shall be added to a refund that is not made within forty-five (45) days of return of this Agreement to Us. If We cancel this Agreement, We will provide written notice of cancellation, including the effective date of the cancellation and the actual reason for the cancellation, to the last known mailing address at least: Ten (10) days before the effective date of cancellation if cancelled for any reason other than non-payment of the Agreement purchase price; a material misrepresentation by You to the provider; or a substantial breach of duties by You relating to the covered product or its use.

Privacy Notice: The Obligor may collect nonpublic information received from you on this form and other documents, such as name, address, lender, Agreement coverage, pricing, terms, vehicle information and vehicle identification number. Obligor may disclose some or all of the information collected, as described above, to non-affiliated third parties in connection with the administration, processing, servicing, or payment of this Agreement. We do not disclose any nonpublic personal information to anyone else, except as permitted by law.

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The document has been completed.