



# CLASSICTRAK Vehicle Tire and Wheel Contract

Contract # CL

Issuing Dealer:	Producer Code: <b>121017</b>		Plan Letter: <b>U</b>		Month		Day		Year		
	("Seller") Dealer Name <b>Auto Advocate Inc</b>				Telephone Number <b>855 587 2886</b>						
	Address <b>5268 Nicholson LN Suite G176</b>				City <b>Kensington</b>		State <b>MD</b>		Zip <b>20895</b>		
Vehicle Owner:	("Purchaser") Last Name				First Name		Telephone Number				
	Address						City		State		Zip
Vehicle:	<input type="checkbox"/> New Vehicle <input type="checkbox"/> Used Vehicle						Odometer reading at the date of sale				
	Year		Make		Model		Vehicle Identification No.				
	Name										
Lienholder:	Address						City		State		Zip

<b>Select Tire &amp; Wheel Coverage Term:</b>								
<input type="checkbox"/> 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"/> 6 Year	<input type="checkbox"/> 7 Year
<b>Vehicle Type:</b> (Defined below.) <input type="checkbox"/> Auto, SUV, Truck, Van <input type="checkbox"/> Motorcycle							<b>Contract Surcharges</b> <input type="checkbox"/> Chrome Wheels <input type="checkbox"/> Dealer Aftermarket Wheels	
<b>Vehicle/Tire/Wheel Class:</b> Vehicles are categorized by the highest possible class. <b>Example:</b> A Lexus is a "Luxury Vehicle" unless it has run flat tires then it is "High Performance Luxury".								
<input type="checkbox"/> <b>"BMW and Porsche"</b> – All BMW and Porsche Vehicles								
<input type="checkbox"/> <b>"High Performance Luxury"</b> – V, VR, ZR, W or HR17 Rated Tires, All "Run Flat" tires any make/model. Alfa Romeo, Audi, Cadillac, Corvette, Fisker, Hummer, Jaguar, Land Rover, MBZ, Mini Cooper, Saab and Tesla								
<input type="checkbox"/> <b>"Luxury"</b> – Acura, Infiniti, Lexus, Volvo and <b>Motorcycles (on road only)</b>								
<input type="checkbox"/> <b>"Standard"</b> – All vehicles except "Luxury", "High Performance Luxury" and "BMW and Porsche"								
<b>Contract Price: \$</b>			<b>Effective Term:</b>		<b>From:</b>		<b>To:</b>	

**Tire and Wheel Contract Acceptance:**

I have read the terms of this CLASSICTRAK Tire and Wheel Contract and agree to the prices, the terms, conditions and exclusions, including the Commercial Use exclusion stated herein. I understand this purchase is voluntary and not required by the lender to obtain credit. I understand that the Tire and Wheel Contract is not an insurance policy. I also understand that this Contract is effective once I sign this Contract and provide payment to the dealer selling this product. The term of this Contract begins on the date of sale, and continues for the number of years specified above. In the event that there is no term checked, the Tire and Wheel Contract will have a one (1) year term. **THIS AGREEMENT MAY ONLY BE PURCHASED AT THE TIME OF VEHICLE PURCHASE.** You acknowledge Your understanding of and agree to the Dispute Resolution/Arbitration Agreement and Class Action Waiver section in this Contract. Refer to the Dispute Resolution/Arbitration Agreement and Class Action Waiver section for opt-out instructions. This Contract is based on information You provided in this Schedules Page. You acknowledge Your understanding of the limited applicability of the Federal Magnuson Moss Warranty Act as set out in this Contract. You acknowledge any Misrepresentation may result in the denial of a claim.

I ACCEPT THIS PROTECTION

I REJECT THIS PROTECTION

*Jennifer Lawinsky*

04 / 18 / 2024

Owner Signature

Date

Owner Signature

Date

Seller Signature

04 / 18 / 2024

Date

**YOU MUST RECEIVE PRIOR AUTHORIZATION FROM THE CLAIMS CENTER PRIOR TO INITIATING ANY ROAD SERVICE BENEFITS FOR 24-HOUR ROADSIDE ASSISTANCE CLAIMS CALL [1-877-222-4162]**  
**YOU MUST RECEIVE PRIOR AUTHORIZATION FROM THE CLAIM CENTER PRIOR TO INITIATING ANY TIRE/WHEEL (RIM) BENEFITS. FOR CLAIMS CALL [1-877-222-4162]**

**THIS IS NOT AN AUTOMOBILE PHYSICAL DAMAGE OR AUTOMOBILE LIABILITY INSURANCE CONTRACT.**

**PRE-EXISTING CONDITIONS ARE NOT COVERED UNDER THE TERMS OF THIS CONTRACT.  
SEE PRECEDING PAGES FOR ADDITIONAL INFORMATION, LIMITATIONS AND EXCLUSIONS.**

**Definitions:**

**Administrator/Obligor (We/Us/Our):** Classic Administration Systems, LLC 1603 Capital Avenue Suite 303D, Cheyenne, WY 82001 [1-877-222-4162] who is the Administrator and Obligor of this Agreement.

**Aftermarket Wheels:** Any non-OEM wheel installed on **Your Vehicle**.

**Agreement Holder, Customer, Your or You:** Means the original person(s) to which this **Agreement** was issued or subsequent private purchaser.

**Approved Repair Facility:** Any licensed repair facility approved by the Administrator to perform repair services under this Agreement.

**Chrome:** Chromium plate as a decorative or protective finish applied to wheels of a covered **Vehicle**.

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

**Covered Repair, Covered Loss, or Covered Failure:** Means the following: Tires or Wheels damaged as a result of a Road Hazard.

**Curb:** Any boarder along a street or roadway that forms an edge.

**Dealer Aftermarket Wheels:** Means the wheels on the **Vehicle** at time of sale that are approved by the manufacturer as wheels that can fit the **Vehicle**. The surcharge must be selected and paid for.

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

**Reasonable Repair Cost:** Means the customary parts and labor costs required to complete the repair or replacement of the covered failure, which in no case will exceed the manufacturer's suggested retail price 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" or aftermarket parts for any Covered Repair.**

**Road Hazard:** Objects and road conditions not normally found in the roadway, such as potholes, rocks, wood debris, metal parts, nails, glass, plastic or composite scraps or any item causing tire or wheel damage.

**Seller:** The retail Seller of this Agreement to You for the Covered Vehicle described on the Schedule Page under Issuing Dealer.

**Term:** Coverage commences on the date and time that **You** sign this **Agreement** and continues for the number of years specified. If a term of coverage is not designated, this **Agreement** will have a term of one (1) year.

**Unserviceable:** Unserviceable means that the tire has been punctured or otherwise damaged to the extent that it is unsafe, or that a wheel would no longer hold a seal with its tire or a wheel that is damaged to the extent that the wheel can no longer be balanced.

**Vehicle:** The **Vehicle** described on the Schedule Page under **Vehicle** that is of the current year up to ten (10) previous model years and that is not otherwise excluded from coverage.

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

**Vendor Availability:** The **Administrator** makes every effort to provide service vendors nationwide but there are instances in which **We** have no vendor available in **Your** area. In such an instance, the **Administrator** reserves the right to make cash settlements in lieu of providing service. Such settlement will be based on market rates for the like services in **Your** general geographic area.

**Benefits, Services and Guarantees:** This registration form enrolls **You** (Owner) in the ClassicTrak Tire & Wheel Contract. This Contract has a \$0 deductible per occurrence. The Contract applies to the **Vehicle** purchased from the **Dealer (Seller)** at the time the Contract was purchased. **We** reserve the right to replace damaged parts with a remanufactured, reconditioned or non-original manufacturer's parts of like kind and quality to the part that was damaged. Pre existing conditions are not covered under this **Agreement**. Normal wear and tear of covered parts is not covered under this **Agreement**. The coverage includes the following benefits, services and coverage's:

**24-hourRoadsideAssistance**

When arranging for 24-Hour Roadside Assistance please call [1-877-222-4162] and reference **Your** Producer Code, **Agreement** Number (located on the front of this form), and Plan "U". **You** will not be required to pay any additional fee or sum in addition to the **Agreement** fee when **Your** service is for a tow of up to twenty five (25) 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 twenty five (25) 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, belts etc.). **You** are responsible for the actual cost of parts and/or supplies needed.
- **Essential Fluids or Supply Delivery** - Including gasoline, water, oil, or any supplies necessary to send **Your** Vehicle on its way. **You** are responsible for the actual cost of fluid or supplies delivered.
- **Flat Tire Changes or Repairs** – Includes changing a flat tire with **Your** good spare.
- **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 **Your** Vehicle. Access to passenger compartment only.

**Reimbursement:** In the event **Your** Registered Vehicle is disabled and NSD was unable to fulfill its obligation 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 receipted road service expenses for reimbursement consideration. **You** must send **Your** original receipted roadside bills along with a completed claim form to: Nation Safe Drivers at 800 W. Yamato Road, Suite 100, Boca Raton, FL 33431, Attn: Claims. Claim forms may be obtained online at [www.nsdclaims.com](http://www.nsdclaims.com) or by calling toll free [1-877-222-4612]. Maximum reimbursement is seventy five (\$75.00).

All 24-Hour Roadside Assistance Services and Benefits are provided by Nation Motor Club, LLC dba Nation Safe Drivers with administrative offices at 800 W. Yamato Road, Suite 100, Boca Raton, FL 33431. In California: All 24-Hour Emergency Roadside Assistance Services and Benefits are provided by Nation Motor Club, LLC located at 800 W. Yamato Road, Suite 100, Boca Raton, FL 33431; California Motor Club Permit Number 5157-3. In Alabama, Alaska and Utah; All 24-Hour Emergency Roadside Assistance Services and Benefits are provided by Nation Safe Drivers Services, Inc. located at 800 W. Yamato Road, Suite 100, Boca Raton, FL 33431.

**Tire/Wheel(Rim)Protection**

This **Agreement** is between the **Agreement** Holder (**You**) and the **Administrator** (**We/Us**). It provides for the repair or replacement of the **Vehicle's** tires and wheels, which during the term of this **Agreement** become **unserviceable** due to a **Road Hazard**, covered under this **Agreement**. **Unserviceable** means that the tire(s) has been punctured or otherwise damaged to the extent that it is unsafe, or that the wheel would no longer hold a seal with its tire or the wheel will not balance. A **Road Hazard** is a condition on a public roadway which should not exist there, including pothole(s), nails, glass, or other road debris.

- **Flat Tires:** **You** will be reimbursed for the reasonable cost **You** incur to repair a flat tire caused by a **Road Hazard** while operating the covered **Vehicle** on public streets and in a legal manner.

- **Tire Replacement:** You will be reimbursed for the reasonable costs You incur to replace a tire, only if a tire covered by this Agreement becomes unrepairable due to damage caused by a **Road Hazard**. Replacement will be made with a tire of like kind, quality and cost to the original tire. Eligible tires must have a minimum of 3/32" tread depth at the lowest point on the tire and verifiable at the time of claim and are also free of any manufacturer's defects. Tires considered "run flat" by the manufacturer that are not repairable are covered under this Agreement. Tires that You have replaced due to normal wear, are covered only for the time remaining on the Agreement.
- **Wheels (Rims):** You will be reimbursed for the repair or replacement of wheels rendered **Unserviceable** due to a **Road Hazard** covered under this Agreement. We reserve the right to have damaged wheels repaired at **Our** cost by a service provider of **Our** choosing. We further reserve the right to replace the damaged wheel at **Our** cost with a remanufactured wheel of like kind and quality to the wheel that was damaged by the covered **Road Hazard**. Eligible Wheels are the wheels (wheels greater than 24 inches are excluded from coverage) on the vehicle upon delivery to You by the Seller. **Chrome wheels are excluded from coverage, unless the chrome wheel coverage is purchased and selected on the front of this Agreement.**
- **Curb and Cosmetic Coverage:** Wheels with cosmetic damage are also covered if they are damaged due to a covered **Road Hazard**. Cosmetic damage is defined as scratches or scrapes on the surface of the wheel and the damage does not otherwise deem the wheel unrepairable. Due to aging, repaired wheels may vary in color or texture. Wheels with cosmetic damage are not considered unrepairable therefore will not be replaced. **Chrome wheels are excluded from cosmetic repair. Wheel repair is limited to \$150 per claim with aggregate of 4 claims to a maximum of \$600 for the Agreement term.**
- **Mounting and Balancing:** You will be reimbursed for the reasonable costs that You incur for mounting, balancing, valve stems, and tire disposal for any tire replaced under this Agreement. **However, unspecified charges for the shop supplies are excluded.**
- **Taxes:** You will be reimbursed for the cost of local and state taxes as directed by state agencies, for any tire or wheel replaced under this Agreement.

**Agreement Holder Responsibility:** You must maintain proper air pressure on all covered tires in accordance with the manufacturer's specifications. Tires should be checked monthly for proper pressure, signs of dry rot, and improper wear. The covered **Vehicle's** tires must have a minimum of 3/32" tread depth at the lowest point on the tire and verifiable at the time of claim.

**Exclusions:** This Agreement does not cover:

- Any damage that occurs outside the United States or Canada;
- Any damage resulting from off-road use, snow plowing, racing, competition, speed contests, collision or an accident involving another Vehicle, chain damage, misuse, abuse, misalignment, suspension problems, use on a construction site or on roads not regularly maintained, vandalism or malicious mischief, theft, fire, or any loss covered by primary physical damage insurance;
- Damage caused by driving on tires that are improperly inflated;
- Tires with tread depth of less than 3/32" at the lowest point of the tire at time of claim;
- Any damage to tires and/or wheels transferred from another Vehicle subsequent to the effective date of this Agreement;
- If You rent Your Vehicle to someone else;
- Any damage to tires and/or wheels that are mounted on Vehicles other than private passenger cars, light duty trucks, vans, SUV's (up to one ton) and on road motorcycles;
- Any damage that is covered by any other Agreement, including warranties issued by the manufacturer whether or not they honor such a warranty or guarantee;
- Any damage that is the result of a manufacturer defect;
- Replacement wherein the manufacturer, by public announcement of a recall, established its responsibility to replace tires or wheels;
- Any loss where You or any person on Your behalf falsely swears or commits any fraudulent act with respect to any claim;
- Any wheel repair or replacement, or any tire repair or replacement that is not preauthorized by The Administrator, unless our office is closed (see emergency repair procedures below).
- Any loss that is not reported to us within 60 days from the date damage occurs;
- All exotic Vehicles, included but not limited to: Alpina, Ascari, Aston Martin, Avanti, Bentley, Bugatti, Daewoo, Ferrari, Lamborghini, Lotus, Maserati, Noble, Pagani, Panoz, Rolls Royce, Saleen, Spyker, TVR, Grey Market Vehicles, watercrafts (boats), trailers, recreational vehicles and Commercial Use Vehicles are excluded from this program.
- Any wheels that is greater than 24 inches;
- All aftermarket wheels except those wheels approved by the manufacturer to fit the Vehicle. The surcharge must be selected and paid for;
- Any Vehicle that has a branded title or was reconstructed from salvage, declared a total loss, declared a lemon, or if the original manufacturer's warranty was voided for any reason;
- Any Vehicle that is or will be used/equipped or identified as: farming, forestry, agriculture, welding, road construction or oil field industry; taxicab, rental limousine, auto transport, shuttle or livery service, emergency response vehicles including police, fire, search and rescue, ambulance, paramedic, or security; military use; fleet/pool vehicles used by multiple drivers, or Commercial Use;
- Any vehicle equipped with a snow plow;
- Any Vehicle that has special body designed for Commercial Use;
- Chrome clad wheels;
- Pre-existing conditions;
- Any damage cause by the continued operation of Your Vehicle following an initial covered failure;
- 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;
- Damage to Tire Pressure Sensors or Tire Pressure Sensor Monitoring (TPSM) systems.

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

### **Tire/Wheel Claims Procedure:**

To obtain Tire or Wheel repair/replacement benefits under this Agreement, Agreement Holder must comply with the following conditions:

1. All claims must be reported to the Administrator as soon as reasonably possible from the date damage occurs 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 Tire/Wheel repaired or replaced. 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 licensed repair facility or franchised dealer for service.
3. We reserve the right to request pictures of the damaged tire or wheel or in some cases we may inspect damage prior to approval.
4. The Seller must email a copy of the original repair order to the company for final payment once approval number is assigned.
5. The Seller will be paid as soon as an appropriate repair order is received by the Administrator from the Seller.
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] for prior approval before completing repair or replacement. Agreement Holder will pay non-originating Seller for the repair or replacement Tire/Wheel and will be reimbursed upon receipt of all repair orders, sales invoices, and/or other relevant or appropriate documentation, as may reasonably be requested by the Administrator.
7. The Administrator is solely agreeing to pay the repair/replacement cost for eligible Tire/Wheel under the terms, conditions and limitations set forth in this Agreement. The Administrator does not in any way warrant or guarantee, whether express or implied, any replacement of Tire/ Wheel obtained by Agreement Holder and/or paid for by Company.

**Emergency Tire/Wheel Claim Procedures: Our office hours are 9:00 AM to 5:00 PM Monday through Friday, EST.**

1. If you experience a breakdown when our office is closed, follow the claim procedures above and also include the following for reimbursement:

2. Tire Damage-Take the following (legible) pictures:
  - a. Tire showing damage/failure
  - b. Tread depth gauge visible in damaged tire
  - c. Tire showing the DOT number
3. 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. Which position was the tire on your vehicle at time of damage i.e., left front, right rear?
  - e. Tire brand, size, load and speed rating
  - f. Tire cost
4. For Wheel Damage beyond repair follow the procedures above and include the following:
5. Wheels Damage- Take the following pictures:
  - a. Picture of wheel on the vehicle showing position on vehicle, i.e., left front, right rear?
  - b. Close up of wheel showing damage
  - c. Reason wheel is not repairable
6. Computer generated invoice must contain the following:
  - a. Everything in #3 above except (e) tire information, unless both tire and wheel are damaged then all of the above information is required
  - b. Your signature showing you paid the bill

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

**CANCELLATION:**

**You** may cancel this **Agreement** by submitting a written request to the **Dealer/Seller** or **Us** including a copy of **Your Agreement**. During the first thirty (30) days from the **Agreement** Purchase Date, **We** or the **Dealer/Seller** will refund **You** 100% of the **Agreement** Purchase Price, less any claims paid on **Your Agreement**. After the first thirty (30) days from the **Agreement** Purchase Date, **We** or the **Dealer/Seller** will refund **You** a pro 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. **We** may cancel this **Agreement** at any time for any reason unless other state regulatory methods apply. If **We** cancel this **Agreement** during the first thirty (30) days, **We** or the **Dealer/Seller** will refund **You** one hundred percent (100%) of the **Agreement** Purchase Price, less any paid claims on **Your Agreement**. If **We** cancel this **Agreement** after the first thirty (30) days, **We** or the **Dealer/Seller** will refund **You** one hundred percent (100%) of the **Agreement** Purchase Price, less a fifty dollar (\$50) cancellation fee, 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 refund requested by **You** or the Lienholder will be paid or credited no more than thirty (30) days from the date **We** receive the notice of cancellation. If the Obligor cancels this **Agreement** the refund will be paid or credited within 45 days of the notice of cancellation. 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).

**TRANSFER:**

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 [1-877-222-4162] 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 Schedule 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** 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 Dealer or entity in the business of selling, trading or leasing vehicle in any event.**

**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 Contract, including but not limited to claims related to the underlying transaction giving rise to this Contract, claims related to the sale or fulfillment of this Contract, 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 Contract or the underlying transaction or the sale or fulfillment of this Contract (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 Contract** 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 Contract.



The Parties agree and acknowledge that the transaction evidenced by this Contract 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 Contract 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](http://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 Contract 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](http://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 Contract 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](mailto: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 Contract; and (c) the Seller. If You properly and timely opt out, then all Claims will be resolved in court rather than arbitration.

**LIMITED APPLICABILITY OF THE FEDERAL MAGNUSON MOSS WARRANTY ACT:** You agree and acknowledge that You have paid an additional fee for this Contract 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 Contract 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 Contract, are not the supplier of the Covered Vehicle. Consequently, this Contract is not a “written warranty” under the Federal Magnuson Moss Warranty Act. As a result, this Contract is not subject to the provisions of the Magnuson Moss Warranty Act that apply only to a “written warranty”.

**LIMITATION OF LIABILITY:** THIS CONTRACT 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.

**Insurance Statement:** Our obligations to perform under this Contract 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 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.

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 Contract holder and You cancel this Contract within thirty (30) days of the original Contract 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 the return of this Contract to Us. The lienholder, if any, will be named on a cancellation refund check as their interest may appear. **We** may cancel this Contract at any time for any reason. If **We** cancel this Contract during the first thirty (30) days from the Contract Purchase Date, we will refund you one hundred (100%) percent of the Contract Purchase Price, less the amount of any claims paid. If **We** cancel this Contract after the first thirty (30) days, **We** shall refund **You** a Pro Rata refund of the Contract Purchase Price, less the amount of any claims paid.

In the event **We** cancel the Contract, **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.

**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**. If this **Agreement** is cancelled and no claim has been paid during the first thirty (30) days, a refund that is not paid or credited to **You** within forty-five (45) days after return of the **Agreement** to the provider, a ten (10%) percent per month penalty based on the **Agreement** Purchase Price shall be added to any refund. If this **Agreement** is canceled after thirty (30) days or if a claim was paid, a refund that is not paid or credited to **You** within forty five (45) days after cancellation, a ten (10%) percent per month penalty based on the unearned **Agreement** Purchase Price, shall be added to a refund. **We** may only cancel this **Agreement** for: 1) Nonpayment of the Provider fee; 2) If **You** have been convicted of a crime having one of its necessary elements as act of increasing a hazard covered by the **Agreement**; 3) If it is discovered the **You** or **Your** representative committed fraud or material misrepresentation in obtaining this **Agreement** or while pursuing a claim covered by this **Agreement**; 4) A gross negligent act or omission by **You** that substantially increases the hazards covered by this **Agreement**; 5) If **You** have modified the **Covered Vehicle** that results in the **Covered Vehicle** no longer being eligible for coverage under this **Agreement**; or 6) A substantial breach of duties by **You** of the **Covered Vehicle**. 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. The ARBITRATION section, along all references to arbitration, are deleted in their 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 provide a covered service within thirty (30) days after the Agreement holder notified the Obligor of the claim, the Agreement holder is entitled to apply directly to the insurer for payment of the Obligor's obligation.*

**Arkansas:** The CANCELLATION section is amended as follows: Paid claims may not be deducted from any cancel refund amount due.

**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 in a timely, competent, and workmanlike manner, (2) prior use or unlawful acts relating to the covered tire/wheels, (3) Our misrepresentation, and (4) ineligibility of the tire or wheels for coverage under the program.

Exclusions section is amended as follows: Grey Market vehicle exclusion does not apply to Arizona residents. **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.**

**Colorado:** Policy Number: CLASSIC-NATIONAL\_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** at **Your** last known address not less than five (5) days prior to the effective date of such cancellation and will state the reason for cancellation and effective date of cancellation. 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. *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.*

**Connecticut:** Unresolved complaints may be addressed to the State of Connecticut, Insurance Department, P.O. Box 816, Hartford, CT 06142-0816, Attention: Consumer Affairs. If the warranty period is less than one (1) year, the coverage is automatically extended if the product is being repaired when the warranty expires. CANCELLATION section is amended as follows: **You** may cancel this Contract at any time for any reason by submitting a written request to the Dealer/Seller containing a copy of **Your** Contract. **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 10751 Deerwood Park Blvd., Suite. 200, Jacksonville, FL 32256 or by calling (800) 888-2738.

**District of Columbia:** The CANCELLATION section is amended as follows: If **You** are the original Contract holder and **You** cancel this Contract within thirty (30) days of the original Contract 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 the return of this Contract to **Us**. The lienholder, if any, will be named on a cancellation refund check as their interest may appear. **We** may cancel this Contract at any time for any reason. If **We** cancel this Contract during the first thirty (30) days from the Contract Purchase Date, we will refund you one hundred (100%) percent of the Contract Purchase Price, less the amount of any claims paid. If **We** cancel this Contract after the first thirty (30) days, **We** shall refund **You** a Pro Rata refund of the Contract Purchase Price, less the amount of any claims paid and less a cancellation fee of 10% of the Contract Purchase Price or fifty dollars (\$50), whichever is less.

In the event **We** cancel the Contract, **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.

**Georgia:** ARBITRATION does not apply in Georgia. CANCELLATION section is amended as follows: If **You** cancel the **Agreement** within thirty (30) days of the Agreement Purchase Date, **We** will refund **You** one hundred percent (100%) of the Agreement Purchase Price, less any claims paid. After thirty (30) days, **We** shall refund **You** one hundred percent (100%) of the unearned pro rata purchase price, less any claims paid, and less a cancellation fee not to exceed ten percent (10%) of the unearned pro rata purchase price or fifty (\$50), whichever is less. 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 the after the request for cancellation.

**We** may cancel this **Agreement** for non-payment of the **Agreement** Purchase Price, material misrepresentation, or fraud. The notice of such cancellation shall be in writing and shall be sent no less than thirty (30) days before the effective date of such cancellation. The notice shall state the reason for, and effective date of, the cancellation. If **We** cancel this **Agreement** during the first thirty (30) of the Contract Purchase Date, **We** shall refund **You** one hundred percent (100%) of the Agreement purchase price, less any claims paid. If **We** cancel this **Agreement** after the first thirty (30) days of the Contract Purchase Price, **We** shall refund **You** the unearned pro rata purchase price, less any claims paid, and less a cancellation fee not to exceed the lesser of fifty (\$50) dollars or ten percent (10%) of the unearned pro rata purchase price. If Your Contract 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 Contract. 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 not known to You.**

**Hawaii:** CANCELLATION section is amended as follows: If **You** are the original Contract holder and **You** cancel this Agreement within thirty (30) days of the original Contract purchase date, and if no claims have been paid, a full refund will be issued. 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** at **Your** last known address not less than five (5) days prior to the effective date of such cancellation and will state the reason for cancellation and effective date of cancellation. 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. *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.*

**Idaho:** The CANCELLATION section is amended as follows: Paid claims may not be deducted from any cancel refund amount due. Coverage afforded under this Contract 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.*

**Emergency Repairs. Should an emergency occur which requires a repair or replacement at a time when the Administrator's office is closed, You must call the Administrator's office at [1-22-4162] on the first available business day after the date of repair to determine if such repair will be covered by this Agreement. If covered You will be reimbursed upon receipt of all repair orders, sales invoices, and/or other relevant or appropriate documentation, as many reasonably be requested by the Administrator.**

**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 Contract purchase price or fifty dollars (\$50). Normal wear and tear of covered parts is not covered under this **Agreement**.

**Indiana:** Your proof of payment to the Dealer/Seller for this Contract 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 Contract. This Contract is not insurance and is not subject to Indiana insurance law. *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 or any refund due to cancellation of the Agreement within sixty (60) days after proof of loss or request of cancellation 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, 1963 Bell Avenue, Suite 100, Des Moines, IA 50315-1000 (515) 654-6600. CANCELLATION section is amended as follows: If You cancel this Contract after the first thirty days (30) from the Contract Purchase date a fee often percent (10%) of the purchase price, will be deducted from any refund due. If You are the original Contract Holder and You cancel this Contract within thirty (30) days of the original Contract 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 Contract to Us unless the reason for cancellation is for: 1) Nonpayment of the Contract Purchase Price; 2) A material misrepresentation by **You** to **Us** or Our Administrator; or 3) A substantial breach of duties by **You** relating to the Covered Vehicle or its use. The written notice shall state the reason and effective date of such cancellation. If **We** cancel this Contract for any reason other than nonpayment of the Contract Purchase Price, We will refund **You** one hundred percent (100%) of the unearned Contract Purchase Price based on the Pro Rata refund method less any claims paid, less a fee of ten percent (10%) of the Contract Purchase Price. If We cancel the Contract, written notice of such cancellation will be mailed to You at least fifteen (15) days before 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.*

**Emergency Repairs. Should an emergency occur which requires a repair or 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 repair to determine if such repair will be covered by this Agreement. If covered You will be reimbursed upon receipt of all repair orders, sales invoices, and/or other relevant or appropriate documentation, as many reasonably be requested by the Administrator.**

**Kentucky:** Transfer fee is not applicable. Cancellation fee is not applicable.

**Louisiana:** This Agreement is not insurance. This Agreement is not regulated by the Department of Insurance. Any concerns or complaints reading this Agreement may be directed to the attorney general. CANCELLATION section is amended as follows: **We** may cancel this **Agreement** during the first thirty days (30) of the Agreement Purchase Date and **We** shall refund **You** one hundred percent (100%) of the Agreement purchase price. After thirty (30) days, **We** may not cancel this **Agreement** except for: (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**. **We** will provide **You** notice of cancellation that states the reason and effective date of cancellation at least fifteen (15) days prior to the effective date of cancellation, at **Your** last known address. 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** are the original Agreement holder and **You** have requested cancellation and no claims have been made within the first thirty (30) days, a full refund, shall be issued. We may charge a cancellation fee after the first thirty (30) days from the Agreement Purchase Date and the cancellation fee will not exceed fifty dollars (\$50). If You cancel this Agreement during the first thirty (30) days, 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 Us. The DISPUTE RESOLUTION/ARBITRATION AGREEMENT AND CLASS ACTION WAIVER section is voluntary and non-binding.

**Emergency Repairs. Should an emergency occur which requires a repair or 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 repair to determine if such repair will be covered by this Agreement. If covered You will be reimbursed upon receipt of all repair orders, sales invoices, and/or other relevant or appropriate documentation, as many reasonably be requested by the Administrator.**

**Maine:** CANCELLATION section is amended as follows: If You are the original Contract holder and You cancel this Contract within thirty (30) days of the original Contract purchase date, and if no claims have been paid, a full refund and any sales tax refund required will be paid or credited within forty five (45) days of the request of cancellation. If **We** cancel this Agreement for non-payment of Provider fee, **We** shall refund **You** one hundred percent (100%) of the Agreement Purchase Price, plus any applicable sales tax, less the amount of any claims paid. Written notice of such cancellation will be mailed to **You** at **Your** last known address not less than fifteen (15) days prior to the effective date of such cancellation and will state the reason for cancellation and effective date of cancellation. 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 **Us**, regardless of who initiated the cancellation. The cancellation fee is shall not exceed ten percent (10%) of the Agreement Purchase Price. *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, or any refund due to cancellation of this Agreement, the service contract holder is entitled to make a claim or request a refund directly against the insurance company.*



**Emergency Repairs. Should an emergency occur which requires a repair or 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 repair to determine if such repair will be covered by this Agreement. If covered You will be reimbursed upon receipt of all repair orders, sales invoices, and/or other relevant or appropriate documentation, as many reasonably be requested by the Administrator.**

**Maryland:** CANCELLATION section is amended as follows: If You are the original Contract holder and You cancel this Contract within thirty (30) days of the original Contract 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 Contract to Us.

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

1. when there exists:
  - a. a material misrepresentation or fraud at the time of sale of the Contract;
  - 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 Contract is financed, the insurer shall return any gross unearned premiums that are due under the insurance contract, computed pro rata, and excluding any expense constant, administrative fee, or any nonrefundable charge filed with and approved by the Commissioner.

ARBITRATION does not apply in Maryland. The transfer fee does not apply in Maryland.

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.

This Agreement will automatically extend if We fail to perform any service under this Agreement and the Agreement will not expire until the services are performed in accordance to the terms of this Agreement.

**Massachusetts:** CANCELLATION section is amended as follows: If You are the original Contract Holder and You cancel this Contract within sixty (60) days of the original Contract purchase date, You will receive a refund within forty-five (45) days of return of this Contract to Us; otherwise a ten percent (10%) penalty per month shall be added to a refund. The entity obligated to perform under this Contract which is referred to as "We," Us" and "Our" throughout this Contract is the Dealer.

**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 Contract to the provider. If We cancel the Contract, 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:** ARBITRATION does not apply in Mississippi. This Contract is not supported by a manufacturer or distributor. 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.

**Missouri:** CANCELLATION section is amended as follows: If a cancellation occurs after the first thirty (30) days from the Contract purchase date, We shall mail you a notice of cancellation within forty five (45) days of the Contract cancellation date. If We cancel the Contract, 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 Contract shall only apply to the original Contract 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 Contract 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.*

**Emergency Repairs. Should an emergency occur which requires a repair or 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 repair to determine if such repair will be covered by this Agreement. If covered You will be reimbursed upon receipt of all repair orders, sales invoices, and/or other relevant or appropriate documentation, as many reasonably be requested by the Administrator.**

**Montana:** 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 at Your last known address not less than five (5) days prior to the effective date of such cancellation and will state the reason for cancellation and effective date of cancellation.

**Nebraska:** ARBITRATION section is deleted in its entirety and replaced with the following: Any claim or dispute in any way related to this Contract, by a person covered by this Contract against Us or Us against a person covered under this Contract, 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 Contract by submitting a written request to the Dealer/Seller or Us containing a copy of Your Contract and the current mileage on Your vehicle. During the first sixty (60) days from the Contract purchase date, We or the Dealer/Seller will refund You one hundred percent (100%) of the Contract purchase price. After the first sixty (60) days from the Contract purchase date, We will refund You a pro-rated amount of the Contract purchase price, less a twenty-five dollar (\$25) cancellation fee. Any refund owed will be paid or credited within thirty (30) days after the Contract has been returned to Us. 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 Contract to Us. We may cancel this Contract during the first sixty (60) days of the Contract purchase date for any reason. After sixty (60) days, We may cancel this Contract for material misrepresentation or fraud by You at time of sale or non-payment of Contract purchase price by You. If We cancel this Contract, We or the Dealer/Seller will refund You one hundred percent (100%) of the Contract purchase price. No claims paid on Your Contract will ever be deducted from any refund issued pursuant to this Contract in Nevada. If We cancel this Contract, no cancellation will become effective until at least fifteen (15) days after the notice of cancellation is mailed to You. If Your Contract 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 Contract. In either case, no cancellation will become effective until at least fifteen (15) days after the notice of cancellation is mailed to You. This Contract is non-renewable. If You are not satisfied with the manner in which We are handling the claim on the Agreement, You may contact the Nevada Commissioner by use of the toll-free telephone number: (888) 872-3234.

This Agreement will not be initially issued to any vehicle whose original warranty has ever been voided by the manufacturer. However, if this Agreement has already been issued and the manufacturer's warranty becomes void during the term of this Agreement, 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 Agreement, unless such coverage is otherwise excluded by the terms of this Agreement.

**Transfer is amended to read: (3) a check or money order for \$25 payable to the Administrator for the transfer fee.**

This Contract 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 Contract.



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. This Contract has a \$0 deductible per occurrence.

**NOTICE: If YOU are not satisfied with the manner in which the provider is handling the claim on the Contracts, YOU may contact the Commissioner with the Nevada Division of Insurance at 1-888-872-3234.**

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

ARBITRATION is amended to include: This Contract is subject to New Hampshire Revised Statute 542.

**New Jersey:** CANCELLATION section is amended as follows: If You are the original Contract holder and You cancel this Contract within sixty (60) days of the original Contract purchase date, You will receive a refund within forty-five (45) days of return of this Contract to Us; otherwise a ten percent (10%) penalty per month shall be added to a refund. If We cancel this Agreement, We will mail to Your last known address, written notice of such cancellation not less than five (5) days prior to the effective date of such cancellation and will state the reason for cancellation and effective date of cancellation with the exception of cancellation for instances of non-payment of the provider fee, a material misrepresentation or omission will not require prior written notice of cancellation.

**New Mexico:** CANCELLATION section is amended as follows: In instances where You request cancellation during the first thirty (30) days from the Contract purchase date, a refund that is not made within sixty (60) days after the cancellation date, a penalty of 10% per month must be added to the refund for each thirty (30) day period or portion thereof that the refund remains unpaid. The cancellation fee will not exceed fifty dollars (\$50) or ten percent (10%) of the Contract purchase price, whichever is less. No Contract 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 Contract 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 Contract;
3. Discovery of fraud or material misrepresentation by You in obtaining the Contract or in presenting a claim for service there under; or
4. Discovery of either of the following if it occurred after the Contract purchase date and substantially and materially increased the service required under the Contract:
  - a. An act or omission by You; or b. Your violation of any condition of the Contract.

The right to void this Contract is not transferable and applies to only the original Contract holder. If We cancel the Contract, 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 Contract 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.

**New York:** CANCELLATION section is amended as follows: If this Contract is originally delivered to You by mail, You may cancel this Contract within sixty (60) days after the Contract was mailed to You and receive a full refund of the Contract purchase price provided no claim has been made under the Contract. If a full refund is due to You under this Contract, 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 Contract to Us. If We cancel this Contract, written notice of such cancellation will be mailed to You at Your last known address fifteen (15) days prior to the effective date of cancellation unless the reason for cancellation is for; 1) Nonpayment of the Contract Purchase Price; 2) A material misrepresentation by You to Us or Our Administrator; or 3) A substantial breach of duties by You relating to the Covered Vehicle or its use. The written notice shall state the reason and effective date of such 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.*

**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 Contract for non-payment of premium or for a direct violation of the Contract by You.

**Ohio:** This Contract is not an insurance policy and is not subject to the insurance laws of this state. In the event You cancel the Contract as stated in the CANCELLATION section and no refund is received, within sixty (60) days from the date Your cancellation request, You may contact Lyndon Southern Insurance Company directly for Your refund. This contract may provide a duplication of coverage already provided by Your automobile physical damage insurance policy. *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 contracts. 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. 514837496.

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 or Us 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 the unearned pro rata premium, less a cancellation fee of fifty (\$50) dollars or ten (10%) percent of the Agreement Purchase Price, whichever is less, 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 Repairs. Should an emergency occur which requires a repair or 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 repair to determine if such repair will be covered by this Agreement. If covered You will be reimbursed upon receipt of all repair orders, sales invoices, and/or other relevant or appropriate documentation, as many reasonably be requested by the Administrator.**

**South Carolina:** In the event of a dispute with the Provider of this Contract, You may contact the South Carolina Department of Insurance. Capital Center, 1201 Main Street Suite 1000, Columbia, South Carolina, 29201, (800) 768-3467 CANCELLATION section is amended as follows: In instances where You request a refund during the first thirty (30) days from the Contract 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 Contract to Us. The lienholder, if any, will be named on a cancellation refund check as their interest may appear. If We cancel this Contract, written notice of such cancellation will be mailed to You at Your last known address fifteen (15) days prior to the effective date of cancellation unless the reason for cancellation is for; 1) Nonpayment of the Contract Purchase Price; 2) A material misrepresentation by You to Us or Our Administrator; or 3) A substantial breach of duties by You relating to the Covered Vehicle or its use. The written notice shall state the reason and effective date of such cancellation.

**Texas:** If You have any questions regarding the regulation of this Contract 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 Contract 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 Contract for any reason other than non-payment of the Contract 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. Texas License No.: 755.

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

CLAIMS PROCEDURES section is amended as follows: If You fail to give any notice or file any proof of loss required by this Contract within the time specified in this Contract, 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 Contract 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 sixty (60) days of the Agreement Purchase Date. After sixty (60) days We may cancel only for the following reasons:

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

Payment Terms: This Contract 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 Contract has a \$0 deductible per occurrence.

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 contract holder is entitled to make a claim directly with Lyndon Southern Insurance Company.

**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](http://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 CONTRACT IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE. CANCELLATION section is deleted in its entirety and replaced with the following: You may cancel this Contract for any reason by submitting a written request to the Seller containing a copy of Your Contract and the current mileage on Your vehicle. During the first thirty (30) days from the Contract purchase date, We or the Seller will refund You one hundred percent (100%) of the Contract purchase price, unless any claims are paid on Your Agreement. After the first thirty (30) days from Contract purchase date, or if a claim was paid during the first thirty (30) days of this Agreement, We or the Seller will refund You a pro-rated amount of the Contract purchase price, based on the lesser of the months or miles remaining, less a cancellation fee not to exceed the lesser of ten percent (10%) of the Contract purchase price or fifty dollars (\$50). If You are the original Contract holder and You cancel this Contract within thirty (30) days of the original Contract 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 Contract to Us.

We may cancel this Contract for material misrepresentation or fraud at time of sale, substantial breach of duties by the Contract holder relating to Contract coverage, or non-payment of Contract purchase price. If We cancel this Contract, 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 Contract, We or the Seller will refund You one hundred percent (100%) of the Contract purchase price, less any claims paid on Your Contract.

This Contract 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 Contract holder and You cancel this Contract within sixty (60) days of the original Contract 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 Contract to Us. If We cancel this Contract, 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 Contract 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, contract 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 Contract. We do not disclose any nonpublic personal information to anyone else, except as permitted by law.

**Administrator**

Classic Administration Systems, LLC 1603 Capitol Avenue, Suite 303D, Cheyenne, WY 82001 – [1-877-222-4162]

Title	Classic Trak Tire and Wheel Protection
File name	CarEdge - Classic... DRAFT 5.9.22.pdf
Document ID	c482d0387f5860a555904ca63a8d799f588ceb2b
Audit trail date format	MM / DD / YYYY
Status	● Signed

### Document History



SENT

**04 / 18 / 2024**

12:28:57 UTC-4

Sent for signature to Jennifer Lawinsky  
(jennifer@carede.com) from jennifer@carede.com  
IP: 136.35.162.155



VIEWED

**04 / 18 / 2024**

12:29:24 UTC-4

Viewed by Jennifer Lawinsky (jennifer@carede.com)  
IP: 136.35.162.155



SIGNED

**04 / 18 / 2024**

12:29:35 UTC-4

Signed by Jennifer Lawinsky (jennifer@carede.com)  
IP: 136.35.162.155



COMPLETED

**04 / 18 / 2024**

12:29:35 UTC-4

The document has been completed.