

**Administrative Office:**  
**10751 Deerwood Park Blvd**  
**Ste. 200**  
**Jacksonville, FL 32256**

## INTELLIDRIVE VEHICLE SERVICE CONTRACT

Contract Number: VSC00179875

|  |              |  |  |
|--|--------------|--|--|
| <b>CONTRACT HOLDER INFORMATION</b>   |              |  |  |
| Contract Holder<br>RICHARD RATH PEY  |              | Telephone Number<br>(510) 508-1214   | Email<br>richierath@hotmail.com  |
| Address<br>5125 Crane Ave  |              | City<br>Castro Valley  | State Zip<br>CA 94546  |
| <b>VEHICLE INFORMATION</b>   |              |  |  |
| Year<br>2018   | Make<br>FORD | Model<br>F-150 Raptor  |  |
| Vehicle Identification Number<br>1FTFW1RG7JFC85132   |              | Current Odometer Reading<br>125,563  | Vehicle Purchase Price<br>\$27,000.00  |
| <b>SELLER/DEALER INFORMATION</b>   |              |  |  |
| Seller:<br>Finesse A Car   |              | Telephone Number<br>(562) 337-3776   |  |
| Address<br>1346 S ATLANTIC BLVD  |              | City<br>EAST LOS ANGELES   | State Zip<br>CA 90022  |
| <b>LIENHOLDER INFORMATION</b>  |              |  |  |
| Lienholder<br>Finesse a Car  |              | Address<br>1346 s atlantic blvd  | City/State Zip<br>Los Angeles 90022  |
| <b>CONTRACT INFORMATION</b>  |              |  |  |
| Contract Date<br>02/21/2026  |              | Contract Price<br>\$3,000.00   | Term<br>84 Months / 84,000 Miles   |
| Deductible <input checked="" type="checkbox"/> \$100<br><input type="checkbox"/> \$100 disappearing <input type="checkbox"/> \$100 reducing to \$50                  |              | Owner's Manual Received <input type="checkbox"/>   |  |
| <b>Selected Coverage</b>   |              | <b>Required Surcharges</b>   | <b>Optional Surcharges</b>   |
| <input checked="" type="checkbox"/> Exclusionary Coverage<br><input type="checkbox"/> Stated Component Coverage<br><input type="checkbox"/> Powertrain Plus Coverage |              | <input checked="" type="checkbox"/> Four Wheel Drive / All-Wheel Drive<br><input checked="" type="checkbox"/> Turbo/Supercharger<br><input type="checkbox"/> Diesel Engine<br><input type="checkbox"/> Up to Six Inch Lift or Four Inch Drop | <input type="checkbox"/> Qualified Commercial<br><input type="checkbox"/> EV/Hybrid Battery<br><input type="checkbox"/> Replacement Ride Share |

**Months and Miles are in addition to Contract Date and Current Odometer Reading and ends when either is reached.**

**YOU ARE NOT REQUIRED TO ENTER INTO THIS CONTRACT IN ORDER TO PURCHASE, LEASE OR OBTAIN FINANCING FOR THE VEHICLE. You should read this Contract carefully. It contains the entire agreement between You and Us. It takes precedence over any other written or oral statements made to You with respect to this Contract. This is a service Contract, not a warranty or insurance contract. Any modification(s), alteration(s), or change(s) to the preprinted terms and conditions is/are invalid and of no force or effect. You acknowledge Your understanding of and agreement 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 Schedule Page. You acknowledge Your understanding of the LIMITED APPLICABILITY OF THE FEDERAL MAGNUSON-MOSS WARRANTY ACT as set out in this Contract. THIS CONTRACT CONTAINS A BINDING ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES. Your signature means that You have reviewed and understand the AGREEMENT TERMS AND CONDITIONS. All manufacturer maintenance requirements can be found online. If You cannot locate the manufacturer requirements online, contact the Administrator for assistance.**

*Richard Rath Pey*

Contract Holder Signature

02/21/2026

Contract Sales Date

**MAINTENANCE REQUIREMENTS: You must have Your Vehicle checked and serviced in accordance with the Manufacturer's (MFR) recommendations as outlined in the Owner's Manual provided by the Manufacturer or according to the terms in the "Contract Holder Responsibilities" section, "Maintenance"**

**I UNDERSTAND THE PURCHASE OF THIS CONTRACT IS NOT REQUIRED IN ORDER TO OBTAIN FINANCING FOR THIS VEHICLE. I HAVE READ, UNDERSTAND AND ACCEPT ITS CONDITIONS. THE OBLIGOR MUST BE CONTACTED PRIOR TO COMPLETION OF REPAIR UNDER THIS SERVICE CONTRACT. THE OBLIGOR WILL NOT BE RESPONSIBLE FOR ANY REPAIRS THAT ARE NOT AUTHORIZED PRIOR TO COMPLETION OF REPAIRS. SEE THE "CONTRACT HOLDER RESPONSIBILITIES SECTION" FOR INSTRUCTIONS TO BE FOLLOWED IN THE EVENT OF A COVERED BREAKDOWN. IF YOU SELL YOUR VEHICLE AND WANT TO CANCEL THIS CONTRACT, YOU MUST REQUEST A REFUND IN WRITING ACCORDING TO THE TERMS IN THE "CANCELLATION SECTION" OF THIS CONTRACT.**

**THIS IS NOT AN INSURANCE POLICY  
TO FILE A CLAIM PLEASE CALL (855) 202-6556**

# AGREEMENT TERMS AND CONDITIONS

## DEFINITIONS

The following definitions apply to words frequently used in this **Vehicle Service Contract** and appear in **Bold Faced** type:

1. **Administrator** – LOTSOLUTIONS, INC., 10751 Deerwood Park Blvd., Ste. 200, Jacksonville, Florida 32256 (855) 202-6556 CA License # 0G44911.
2. **Breakdown** - The failure of a **Covered Part** under normal service due to defects in material or workmanship. A **Covered Part** has failed when it can no longer perform the function for which it was designed solely because of its condition and not because of the action or inaction of any noncovered parts.
3. **Claim** - A demand by **You** for benefits under this **Service Contract**. A visit/claim may have more than one Covered Repair.
4. **Commercial Use** - A commercial vehicle registered to a business and/or for business purposes. Vehicles that are used in excess of manufacturer's G.V.W. or exceed manufacturer's recommendation use are not eligible.
5. **Covered Parts** - The parts listed in the **Schedule of Coverages** section of this **Service Contract** for the **Plan** selected.
6. **Deductible** – The amount **You** are required to pay, as shown on the **Schedule Page**, toward the total cost for the repair or replacement of **Covered Parts** per visit/claim made.
7. **Failure** - means the inability of an original or like replacement part covered by this Contract to function in normal service.
8. **In-Service Date** - The date on which the **Unit** was first purchased by the original owner, if known. **Units** for which the original purchase date is not known; it shall be July 1st of the **Unit** model year.
9. **Lienholder** – The financing or loan source "if any" that **You** or the **Seller/Dealer** obtained financing from for the purchase of this **Vehicle Service Contract**.
10. **Obligor, We, Us, Our** – Auto Knight Motor Club, Inc. 10751 Deerwood Park Blvd., Ste. 200, Jacksonville, FL 32256 California License No. 0F82046.
11. **Plan** - Refers to the **Plan and** term selected by **You** as shown on the **Schedule Page** of this **Service Contract**.
12. **Reasonable Cost** – The customary and reasonable charges for parts and labor necessary to repair or replace **Covered Parts**. These charges are subject to the Obligor's approval and will not exceed either the manufacturer's suggested retail (list) price for parts or the labor allowances derived from industry recognized flat-rate manuals. This Contract's limit of liability per Claim will be no lower than the Vehicle's actual cash value or NADA equivalent determined immediately prior to the Failure, or the cost of repair based upon national labor and parts manual. The Obligor reserves the right to determine which labor manuals will be recognized. At the Obligor's option, replacement parts used in covered repairs may include new, non-OEM, remanufactured, or used parts.
13. **Repair Facility** - A **Repair Facility** licensed to perform mechanical repairs.
14. **Ride Share** A privately owned vehicle in service used for Uber, Lyft, etc.
15. **Schedule of Coverages** – A part to this **Contract** that outlines the coverage of the **Plan** selected by **You** as shown on the **Schedule Page** of this **Contract** and lists the **Covered Part(s)**.
16. **Schedule Page** - Page 1 of this Contract where information regarding **You, Your Vehicle** and coverage options is shown.
17. **Seals and gaskets** - Are covered on vehicles up to one hundred fifty thousand (150,000) miles. After one hundred fifty thousand (150,000) miles **Seals and gaskets** are only covered in conjunction of a covered component repair. Minor leaks, seepage, or fluid loss do not constitute a **Failure**.
18. **Seller/Dealer** – The entity from whom **You** purchased this **Vehicle Service Contract**.
19. **Tow Vehicle** – A vehicle that is in the process of being towed by the **Unit**.
20. **Unit ("Vehicle", "Covered Vehicle")** - The **Vehicle** described in Vehicle Information on the **Schedule Page** that is covered under this **Contract**.
21. **Vehicle Service Contract ("Service Contract", "Contract")** - This **Contract**, which **You** have purchased for the **Unit** described on the **Schedule Page**.
22. **Wear and Tear** - Coverage will be extended to all **Covered Parts** and components that suffered a **Breakdown** as a result of "**Wear**" and/or "**Tear**" unless otherwise listed under the **Exclusions** section of this **Contract**. **Wear and Tear** can be defined. as the gradual reduction of operating performance.
23. **You, Your** - The **Vehicle Service Contract** holder shown on the **Schedule Page** or the person to whom the **Contract** was properly transferred.

## SCHEDULE OF COVERAGES

### **EXCLUSIONARY COVERAGE: COVERED VEHICLE PARTS**

If **You** have purchased Exclusionary Coverage, **We** will pay or reimburse **You** for **Reasonable Costs** to repair or replace any **Breakdown** of all mechanical or electrical parts or components listed in the **Schedule of Coverages** of Stated and Powertrain Plus and any other parts, except those listed under the section EXCLUSIONS, less any **Deductible**, in accordance with the section GENERAL PROVISIONS contained in this **Contract**.

Reimbursement amounts for replacement parts or components may be based on new, non-OEM, remanufactured or used parts at the **Obligor's** option.

Covers all parts of the **Vehicle** except:

- a. **Parts listed under the Exclusions section of this Contract.**
- b. **Parts covered under the Seller's, Manufacturer's, or other Warranty, special policies, recalls, or other Coverage.**

c. THIS VEHICLE SERVICE CONTRACT WILL NOT PAY FOR OR REIMBURSE YOU FOR:

- GLASS & BODY PARTS
- LIGHT BULBS (Including Light Emitting Diodes (LED))
- PAINT
- TIRES & WHEELS
- BATTERIES (including cables/harness)
- PHYSICAL Damage
- CONVERTIBLE TOPS
- UPHOLSTERY (Including heaters)
- ANTI-THEFT SYSTEMS OR RADIO/SPEAKER
- LENSES (including LED)
- SALES TAX
- MANUAL CLUTCH ASSEMBLY
- BRAKE ROTORS AND DRUMS
- EXHAUST SYSTEM (Including Catalytic Converter)
- SHOCK ABSORBERS (Including Air Shocks or Air Struts)
- PASSIVE RESTRAINT SYSTEMS (Including seat belts and airbags)
- THE MAINTENANCE SERVICES AND PARTS DESCRIBED IN THE COVERED VEHICLE'S MFR SCHEDULE
- SEALED BEAMS (Including Xenon and/or H.I.D. assemblies)
- RUST/CORROSION
- THROTTLE BODY (except injectors)
- CELLULAR TELEPHONE
- ELECTRONIC TRANSMITTING DEVICES (not installed by MFR)
- OTHER NORMAL MAINTENANCE SERVICES AND PARTS INCLUDING BUT NOT LIMITED TO ENGINE TUNE-UP, WHEEL ALIGNMENT, WHEEL BALANCING, FILTERS, ALL FLUIDS. SPARK OR DIESEL GLOW PLUGS, BRAKE PADS AND SHOES. RUBBER HOSES, FUSES, TIRE PRESSURE SENSORS (TPS)
- TIRE PRESSURE SENSORS

**STATED COMPONENT COVERAGE:  
COVERED VEHICLE PARTS**

**(INCLUDES POWERTRAIN PLUS COVERAGE PLUS THE BELOW)**

**Suspension:** Upper and lower control arms, control arm shafts and bushings, upper and lower ball joints, front wheel drive hub and bearing assembly, steering knuckles, stabilizer shaft and bushings, king pins and bushings, strut bar and bushings, spindles and spindle supports, and wheel bearings.

**High Tech Electrical:** Cruise control servo/transducer, factory compass, factory thermometer, headlight switch, horn, ignition lock cylinder, ignition switch, power antenna, power lock actuators, windshield wiper motor, windshield wiper module, windshield washer pump, power window motors and power window regulator. Electronic speedometer display and module, engine control module, power sun/moon roof motor, power convertible top electric motor, crank sensor, knock sensor, oil temp sensor, camshaft positioning.

Sensor, mass air flow sensor, BAP sensor MAP sensor, upstream oxygen sensors, downstream oxygen sensors, heated oxygen sensors, throttle positioning sensor engine coolant temperature sensor, intake air temperature sensor, neutral or park position sensor, brake fluid pressure sensor, PFE sensor, pressure sensors.

**Anti-Lock Brakes:** Booster and pump, master cylinder, control processor and solenoids.

**Hybrid:** IMA Control unit of battery electronics, IMA control unit for Motor Electronic, cable assembly (motor PDU), Junction board assembly, IMA motor stator assembly, IMA motor rotor assembly, PDU unit (pre-driver), PDU converter (AC-DC).

**POWERTRAIN PLUS COVERAGE:  
COVERED VEHICLE PARTS**

**Gasoline/Diesel Engine:** All internal lubricated parts including pistons, piston rings and pins, crankshaft and main bearings, connecting rods and rod bearings, camshaft and bearings, pushrods, rocker arm and followers, timing belt/chain and gears, valves, valve springs, seats and guides, lifters, oil pump, manifolds, flywheel, ring gear, flex plate, core plugs, harmonic balancer and bolt, valve covers, timing. cover, oil pan, vacuum pump, engine mounts. Also covered are turbocharger/supercharger housing, all internal parts, and the waste gate. **The engine block and cylinder head are covered only if damaged by an internal lubricated part.**

**Rotary Engine:** All parts listed above for gas/diesel engine plus rotors, rotor seals eccentric shaft and bearings. **The rotor chamber is covered if damaged by an internal lubricated part.**

**Transmission:** All internal lubricated parts in the transmission case including bands, clutch packs, gears, pumps, shafts, shift forks, shift rails, synchronizers, and solenoids. The torque converter, bell housing, vacuum modulator, transmission mounts, and transmission pan. **The transmission case is covered only if it is damaged by an internal lubricated part.**

**Transfer Case:** All Internally lubricated parts contained within the Transfer Case. **The Transfer Case is also covered if damage is the result of the Failure of an Internal Part of the Transfer Case.**

**Drive Axle: 2WD / 4WD / ALL-WHEEL:** All internal lubricated parts in the drive axle, axle shafts, differential cover, universal joints and yokes, constant velocity and double offset joints, wheel bearings, drive shaft, drive shaft center bearing, locking hub mechanism. **The drive axle housing is covered only if damaged by an internal lubricated part.**

**Seals and gaskets:** Should **Seals and Gaskets** be required in conjunction with the repair of a covered component, coverage will be extended to include **Seals and Gaskets** on said covered components. Up to one hundred fifty thousand (150,000) miles, cylinder head gasket(s) and intake manifold gaskets are the only gaskets covered as a gasket **Failure** ALONE, of the listed parts that are covered will be covered by this contract. **Head gaskets on Diesel Engines are not covered.**

**Air Conditioning:** Expansion valve, pressure cutoff switches, orifice tube and dryer, Condenser, Compressor, Evaporator, Lines and Fittings, Internal assembly including pistons, rods, valves, bearings and shafts, clutch and pulley. **NOTE: O.E.M. refrigerants are to be used if replacement is required. If Failure is due to a covered component, and fluid conversion is necessary, the Contract will cover the conversion parts and labor only. For hoses, O-rings seals, refrigerants and other non-covered components the contract holder is responsible.**

**Steering:** Power steering fluid cooler, steering column coupling, power steering pump, steering main and intermediate shafts, power cylinder assembly, Pitman arm, idler arm, tie rods link, power steering cooler, power steering control valve and cylinder, steering box or rack.

**Brakes:** Master cylinder, power assist boosters and valves, wheel cylinders and calipers, combination valve, steel lines and fittings, backing plates, power brakes cylinder, vacuum assist booster pump, springs, clips and retainer, self-adjusters, rear activators, parking brake linkage and cables.

**Fuel System:** Fuel pump, metal fuel lines, fuel injectors, diesel fuel injection pump, diesel injectors, diesel vacuum pump.

**Cooling System:** Water pump. **Radiator and heater core only if leaking.**

**Base Electrical:** Alternator, starter motor and solenoid, distributor, ignition coil, ignition module.

## **REQUIRED SURCHARGES**

If **You** selected any of the below listed Vehicle Type/Required Surcharges on the **Schedule Page** and paid the applicable surcharge:

### **1. Four Wheel Drive / All-Wheel Drive**

All internal lubricated parts within the drive axle/transaxle assembly including differentials, ring gear, pinion gear, pinion bearings, axle bearings, axle races, axle flange, carrier bearing, center bearings, differential carrier, drive axle bearings, pins, retainers, shims, side gears, slip joint, spider gears. Pinion flange; U joints; axle shafts; CV joints; drive axle; drive shaft; flex disc; half shafts; wheel bearings; yokes; lock ring; lock rings; Automatic locking hubs; manual locking hubs; hub bearings; four-wheel drive actuator motor; front axles; front drive shaft; four-wheel drive engagement switch. **Drive axle housing is only covered if damaged by the Failure of an Internal Lubricated Part.**

### **2. Turbo / Supercharger**

All Internal Lubricated Parts of the Turbocharger / Supercharger. **The Housing is covered only if damaged by the Failure of an Internal Lubricated Part.**

### **3. Diesel Engine**

All **Internal Lubricated Parts** within the engine including pistons, piston rings, piston pins, crankshaft, main bearings, thrust washer, connecting rods, connecting rod bearings, camshaft, camshaft sprocket, camshaft bearings, timing chain, timing chain gears, timing chain guides, timing chain tensioner, push rods, rocker arms, rocker arm shafts, balance shaft, hydraulic lifters, solid lifters, intake valves, exhaust valves, valve guides, valve springs, valve spring retainer, valve keepers, valve stem seals, oil pump, silent shaft. Harmonic balancer; intake manifold; exhaust manifold; vacuum pump; freeze plugs; EGR cooler; throttle valve cable; engine mounts; glow plugs. **Engine block, oil pan and cylinder heads are covered only if damaged by the Failure of an Internal Lubricated Part.**

### **4. Up to Six Inch Lift or Four Inch Drop**

We will provide coverage if **Your Vehicle** is street legal in the state where **You** reside, covered component **Breakdowns** in **Vehicles** lifted between two inches (2") and six inches (6"), and vehicles lowered up to four inches (4"), subject to the terms and conditions herein. **NOTE: All parts used to lift or lower the Vehicle are not covered in any instance.**

## **OPTIONAL SURCHARGES**

If **You** selected any of the below listed Vehicle Type/Optional Surcharges on the **Schedule Page** and paid the applicable surcharge:

### **1. Qualified Commercial**

We will provide coverage for those Vehicles defined as **Commercial Use Vehicles**. If the Vehicle is registered in the name of a business, the optional **Commercial Use** surcharge must be paid, regardless of whether or not the **Vehicle** is being used for commercial purposes. **Vehicles that are used in excess of manufacturer's G.V.W. or exceed manufacturer's recommendation use are not eligible. Vehicles used for construction purposes, delivery purposes, commercial towing, commercial farm operation, tow trucks, snowplows any type of emergency vehicles, volunteer public service(s), motor pool vehicles, rental, taxi cabs, livery or for excessive hauling and pulling are excluded from coverage hereunder.** (This does not include rideshare i.e. Uber or Lyft.)

### **2. Hybrid Battery Replacement**

**Your Vehicle** is a hybrid or plug-in electric hybrid, the propulsion battery is covered subject to the following:

- 1. Limitations to Coverage: Your Vehicle's propulsion battery pack has suffered a Breakdown only when it retains less than seventy percent (70%) of its original charge-holding capacity.**
- 2. Diagnostic Requirement: In order to determine if there is a Breakdown of the propulsion battery pack, the Obligor may require Your Vehicle to undergo an extended charge capacity test. The extended charge capacity test is prescribed by the manufacturer of Your Vehicle. If the Failure to the propulsion battery does not qualify as a Breakdown under the terms of this Agreement, You must pay for all diagnostic, teardown and repair charges.**
- 3. Repair or Replacement of Propulsion Battery Parts: The propulsion battery pack may be repaired, replaced with rebuilt units, replaced with aftermarket units, or replaced with new units, at the sole discretion of the Obligor.**
- 4. Deductible: Regardless of the Deductible for standard coverage under this Agreement, You will be required to pay a one thousand dollar (\$1,000.00) Deductible for Hybrid/EV Battery repair or replacement.**

### **3. Ride Share**

We will provide coverage for those privately owned **Vehicles** in service used for Uber, Lyft, etc.

## **ADDITIONAL BENEFITS UNDER THIS CONTRACT**

### **RENTAL CAR/SUBSTITUTE TRANSPORTATION:**

In the event of a covered **Breakdown**, when **Your Vehicle** has a repair time that exceeds eight (8.0) hours, in accordance with the Manufacturers labor guide, **We** will reimburse up to thirty dollars (\$30.00) per day for six (6) days not to exceed one-hundred eighty dollars (\$180.00) per occurrence from a licensed rental car facility. **The above is not payable if the Contract holder has other substitute transportation coverage available.** This coverage also applies while the **Covered Vehicle** is under the Manufacturer's Warranty. This coverage is not subject to a **Deductible**.

### **TOWING:**

**We** will furnish **You** or reimburse **You** for **Your** actual incurred towing cost up to a maximum fifty dollars (\$50.00 per occurrence), if the tow was necessary because of a

covered **Breakdown** of a part covered under this **Contract**. **The above is not payable if the contract holder has other towing coverage available unless the towing charge exceeds the other coverage.** This coverage applies while the covered **Vehicle** is under the Manufacturer's Warranty and the **Breakdown** would have been covered by this **Contract**. This coverage is not subject to a **Deductible**.

#### ROADSIDE ASSISTANCE:

Roadside Assistance is available twenty-four (24) hours a day/three hundred sixty-five (365) days a year anywhere in the United States (including Alaska and Hawaii) and Canada. **For Roadside Assistance, You must call 1-888-246-2014.** All of the Roadside Assistance benefits are provided by **Us**.

- Towing Assistance – When towing is necessary, the **Vehicle** will be towed to the nearest qualified **Repair Facility** or to another location requested by the driver of the **Vehicle**.
- Flat Tire Assistance – Service consists of the removal of the **Vehicle's** flat tire and its replacement with the spare tire located with the **Vehicle**, or the servicer will drive **You** to the closest tire store for repair.
- Fuel, Oil, Fluid and Water Delivery Service – An emergency supply of fuel (3 gallons), oil, fluid, and water will be delivered if the **Vehicle** is in immediate need. You must pay for the fuel or other fluid when it is delivered.
- Lock-Out Assistance – If **Your** keys are locked inside the **Vehicle**, assistance will be provided to gain entry into the **Vehicle**.
- Battery Assistance – If battery **Failure** occurs, a jump start will be provided to start **Your Vehicle**.

**Your** coverage begins on the **Vehicle** Purchase Date shown on the **Schedule Page** and terminates on the expiration of the **Coverage Term** of **Your Contract** shown on the **Schedule Page**. **You** will only have to pay for any non-covered expenses or costs in excess of **Your** one hundred dollars (\$100.00) per occurrence maximum.

In the event **Your Vehicle** is disabled, a service vehicle will be dispatched to **Your** location to assist. **Important: Please be with Your Vehicle when the service provider arrives, unless it is unsafe to remain with the Vehicle, as the service provider cannot service an unattended Vehicle.** In the event that service is not obtainable through **Us**, **You** will receive an authorization number to receive a refund of payments made according to **Your Plan** benefit and coverage limits for services received independently. **You must first contact Us for authorization to obtain independent services.**

The following items are not included as part of the Roadside Assistance benefit:

- Coverage shall not be provided in the event of emergencies resulting from the use of intoxicants or narcotics, or the use of the **Vehicle** in the commission of a felony;
- Cost of parts, replacement keys, fluids, lubricants, fuel, material, additional labor relating to towing, or the cost of installation of products;
- Non-emergency towing or other non-emergency service;
- Non-emergency mounting or removing of snow tires or chains;
- Shoveling snow from around a **Vehicle**, tire repair, extrication or winching, motorcycles, trucks over one-and-a-half-ton capacity
- Antique vehicles (meaning vehicles over 20 years old or out of manufacture for 10 years or more), taxicabs, limousines, or other commercial vehicles. recreational vehicles (RVs), camping trailers, travel trailers, or any vehicles in tow;
- Any and all taxes or fines; damage or disablement due to collision, fire, flood or vandalism;
- Towing from or repair work performed at a service station, garage or repair shop; towing by a non-licensed service provider or garage; vehicle storage charges; a second tow for the same disablement; Service on a **Vehicle** that is not in a safe condition to be towed or serviced or that may result in damage to the **Vehicle** if towed or serviced. towing or service on roads not regularly maintained, such as sand beaches, open fields, forests, and areas designated as not passable due to construction, etc; towing at the direction of a law enforcement officer relating to traffic obstruction, impoundment, abandonment, illegal parking, or other violations of law;
- Repeated service calls for a **Vehicle** in need of routine maintenance or repair;
- Services received independently from **Us** without prior authorization from **Us**. Only one (1) disablement for the same service type during any seven (7) day period will be accepted.

**THIS IS NOT A ROADSIDE ASSISTANCE REIMBURSEMENT SERVICE.**

## FILING A CLAIM

INSTRUCTIONS TO BE FOLLOWED IN THE EVENT OF A Covered BREAKDOWN

- When **YOU** have a **BREAKDOWN**:
  - a. Be sure the Covered **Vehicle** is protected from further damage. Take immediate action to prevent further damage to **Your Vehicle**. Any damage resulting from continued operation of an impaired vehicle will constitute **Failure** to protect **Your Vehicle** and will not be covered by this **Contract**.
  - b. Take **Your Vehicle** to the nearest Authorized **Repair Facility** immediately for **Diagnosis**.
  - c. Tell the service facility to contact (855) 202-6556 for claims submission.
  - d. For further assistance, contact the Administrator at (855) 202-6556.
  - e. Furnish the authorized **Repair Facility** with receipts evidencing the continuation of service requirements.
  - f. Prior to proceeding with repairs, ensure that the **Repair Facility** contacts the **Obligor** and obtains authorization to proceed with the repair. **IMPORTANT: CONTRACT HOLDER ASSUMES ALL LIABILITY FOR PAYMENT OF REPAIRS THAT ARE NOT AUTHORIZED TO THE REPAIR FACILITY INCLUDING BUT NOT LIMITED TO THE INITIAL DIAGNOSTIC CHECK IF THE CLAIM IS NOT DEEMED TO BE A COVERED REPAIR.**
  - g. The **Obligor** reserves the right to inspect the Covered **Vehicle** before the performance of repair or replacement.

- h. Pay the applicable Deductible (if any) and all charges for service not covered by this Contract. NOTE: You are responsible for authorizing inspection or teardown of Your Vehicle by the Repair Facility to determine the cause of Failure. If the Failure is not covered under this Contract, You will be responsible for these costs.

## **CONTRACT HOLDER RESPONSIBILITIES**

### **(1) MAINTENANCE REQUIREMENTS**

You must keep all fluids at proper levels and have Your Vehicle checked and serviced in accordance with the manufacturer's recommendations as outlined in the Owner's Manual provided by the manufacturer of Your Vehicle.

NOTE: Your Vehicle Owner's Manual lists different servicing recommendations based on Your individual driving habits and climate conditions. You are required to follow the maintenance schedule that applies to Your conditions. Failure to follow the manufacturer's recommendations that apply to Your specific conditions may result in the denial of coverage.

### **(2) PROOF OF MAINTENANCE LOG**

It is required that You retain "Proof" of maintenance for the service and/or repair work on Your Vehicle, regardless if work was performed by You or a Repair Facility. "Proof" means repair orders from a Repair Facility or a self-maintained log that has corresponding "purchase receipts" for all maintenance performed, including the current mileage at the time service was performed. The self-maintained log without corresponding "purchase receipts" is not acceptable "proof" of maintenance. Repair order must be readable and understandable, with customer complaint and repair diagnosis, parts, labor hours, vehicle identification number, date, vehicle mileage, Your name and signature, Repair Facility name, address and phone number, repair totals, Deductible (if applicable), and method of payment to satisfy the repair order. "Proof" of maintenance and/or Your self-maintained log with corresponding receipts, may be requested by the Obligor for related repairs.

### **(3) EMERGENCY REPAIRS - (non-business hours only)**

Emergency repairs are only those repairs, which, if not performed, would render Your Vehicle inoperable or unsafe to drive and impair its future operation. If emergency repairs covered by this Contract are required outside the Seller's or Administrator's business hours, You should deliver Your Vehicle to a Repair Facility and have the necessary repairs performed at a reasonable and customary charge. On the next business day, You should report the repairs to the Obligor for reimbursement, You will be required to provide repair order/invoice for review.

## **EXCLUSIONS:**

### **What Is Not Covered:**

SEE THE "COVERED VEHICLE PARTS" SECTION ON THE FRONT HEREOF FOR A DESCRIPTION OF THE COVERAGE PROVIDED, IN ADDITION SEE "DEDUCTIBLE", "RENTAL CAR", "TOWING" AND "SERVICE REQUIREMENTS." THE FOLLOWING ARE EXCLUSIONS UNDER THIS VEHICLE SERVICE CONTRACT PROGRAM.

THIS CONTRACT DOES NOT APPLY TO THE FOLLOWING:

- 1) FOR ANY BREAKDOWN OCCURRING PRIOR TO THE CONTRACT PURCHASE DATE, OR IF THE INFORMATION PROVIDED BY YOU OR THE REPAIR FACILITY CANNOT BE VERIFIED AS ACCURATE OR IS FOUND TO BE DECEPTIVELY INACCURATE.
- 2) ANY COVERED BREAKDOWN OR FAILURE FOR WHICH THE MANUFACTURER IS RESPONSIBLE UNDER ITS WARRANTY, OR UNDER THE REPAIRER'S GUARANTEES.
- 3) IF YOUR VEHICLE DOES NOT HAVE A VALID MANUFACTURER VEHICLE IDENTIFICATION NUMBER (VIN) OR IS TITLE BRANDED AS SALVAGE, JUNK, REBUILT, TOTALED, FLOOD DAMAGED OR MANUFACTURER'S BUY BACK.
- 4) ANY LOSS OR EXPENSE THAT IS THE DIRECT RESULT OF A MECHANICAL OR STRUCTURAL DEFECT FOR WHICH THE MANUFACTURER HAS PUBLICLY ANNOUNCED ITS RESPONSIBILITY BY ANY MEANS OR BY A RECALL FOR THE PURPOSE OF CORRECTING SUCH DEFECT, EXCEPT THAT WE WILL REIMBURSE YOU THE DIFFERENCE BETWEEN ANY DEDUCTIBLE CHARGED BY THE MANUFACTURER AND THE DEDUCTIBLE CONTAINED HEREIN IF APPLICABLE. THE PROVISIONS FOR CAR RENTAL AND TOWING SHALL APPLY DURING THE PERIOD OF THE MANUFACTURERS RECALL SO LONG AS THE BREAKDOWN OR FAILURE IS COVERED BY THIS CONTRACT.
- 5) IF THE ODOMETER HAS STOPPED OR HAS BEEN ALTERED OR DISCONNECTED AND MISREPRESENTS YOUR VEHICLE'S ACTUAL MILEAGE. WE WILL PROVIDE THIRTY (30) DAYS FOR YOU TO REMEDY THE ODOMETER IN THE EVENT IT IS INOPERABLE THROUGH NO FAULT OF YOUR OWN.
- 6) FOR DAMAGE AND/OR BREAKDOWN, SUBSEQUENT TO YOUR PURCHASE OF THIS SERVICE CONTRACT, RESULTING FROM PHYSICAL DAMAGE, COLLISION, ROAD HAZARD, FIRE, THEFT, VANDALISM, RIOT, ACTS OF TERRORISM, EXPLOSION, LIGHTNING, EARTHQUAKE, WINDSTORM, VOLCANIC ERUPTION, FREEZING, RUST OR CORROSION, WINDSTORM, HAIL, WATER OR FLOOD, ACTS OF GOD, SALT, ENVIRONMENTAL DAMAGE, CHEMICALS, CONTAMINATION OF FLUIDS, FUELS, COOLANTS, OR LUBRICANTS.
- 7) MISUSE OR ABUSE: NEGLIGENCE, MODIFICATION, ALTERATION, TAMPERING, DISCONNECTION, IMPROPER ADJUSTMENTS OR REPAIRS, INSTALLATION OF PARTS NOT EQUIVALENT IN QUALITY AND DESIGN TO PARTS SUPPLIED BY MANUFACTURER OR ADD ON PARTS.
- 8) TOWING OR PULLING: PULLING A TRAILER OR ANOTHER VEHICLE UNLESS YOUR VEHICLE IS PROPERLY EQUIPPED FOR THIS PURPOSE AS RECOMMENDED BY THE MANUFACTURER.
- 9) FOR MAINTENANCE SERVICES AND PARTS DESCRIBED IN YOUR VEHICLE OWNER'S MANUAL AS SUPPLIED BY THE MANUFACTURER AND OTHER NORMAL MAINTENANCE SERVICES AND PARTS WHICH INCLUDE, BUT ARE NOT LIMITED TO: ALIGNMENTS, ADJUSTMENTS, CLEANING, WHEEL BALANCING, TUNE-UPS, SPARK PLUGS, SPARK PLUG WIRES, FILTERS, RUBBER HOSES, DRIVE BELTS, BRAKE PADS, BRAKE LININGS/SHOES, WIPER BLADES, FILTERS, LUBRICANTS, COOLANTS, FLUIDS AND REFRIGERANTS, SHOP SUPPLIES AND ENVIRONMENTAL WASTE CHARGES.
- 10) FOR ANY BREAKDOWN CAUSED BY MISUSE, ABUSE, NEGLIGENCE, LACK OF SCHEDULED MAINTENANCE REQUIRED BY THE MANUFACTURER'S MAINTENANCE SCHEDULE FOR YOUR VEHICLE (FOR EXAMPLE, SOME MANUFACTURERS REQUIRE THE TIMING BELT TO BE REPLACED AT SPECIFIC INTERVALS), OR IMPROPER SERVICING OR REPAIRS PERFORMED BY YOU OR A REPAIR FACILITY. FOR ANY BREAKDOWN CAUSED BY SERVICING OR REPAIRS PERFORMED BY YOU OR A REPAIR FACILITY. FOR ANY BREAKDOWN CAUSED BY SLUDGE BUILDUP RESULTING FROM YOUR FAILURE TO PERFORM RECOMMENDED MAINTENANCE SERVICES, YOUR FAILURE TO MAINTAIN PROPER LEVELS OF LUBRICANTS AND/OR COOLANTS.
- 11) COMMERCIAL USE OR RIDESHARE USE OF THE COVERED VEHICLE UNLESS SURCHARGE IS PAID.
- 12) FOR STORAGE CHARGES.
- 13) MOTOR TUNE UP AND MAINTENANCE ITEMS SUCH AS OIL CHANGE FILTERS, FLUIDS, UNLESS REQUIRED IN CONNECTION WITH REPAIR OF A COVERED COMPONENT OR PART.
- 14) FAILURE OR LOOSENING OF FASTENERS, HARDWARE, CONNECTIONS BOLTS, NUTS, SCREWS.
- 15) IF YOU ARE RENTING THE COVERED VEHICLE.

- 16) ANY REPAIRS PERFORMED TO THE COVERED VEHICLE NOT SPECIFICALLY AUTHORIZED BY US VIA AN AUTHORIZATION NUMBER ARE NOT COVERED.
- 17) ANY CLAIM PAPERS RECEIVED AFTER SIXTY (60) DAYS FROM THE AUTHORIZATION DATE WILL RESULT IN A CLAIM DENIAL.
- 18) PARTS NOT SPECIFICALLY LISTED AS COVERED UNDER THIS CONTRACT ARE NOT COVERED UNDER THIS CONTRACT OR UNAVAILABLE PARTS.
- 19) **ANY FAILURE OR CLAIM CAUSED BY A CONDITION THAT EXISTED PRIOR TO THE PURCHASE OF THIS CONTRACT.**
- 20) ANY ECONOMIC LOSS, INCLUDING LOSS OF TIME, INCONVENIENCE, LODGING, FOOD, STORAGE OR OTHER INCIDENTAL OR CONSEQUENTIAL LOSS OR DAMAGE THAT MAY RESULT FROM A FAILURE.
- 21) SALES TAX UNLESS IF REQUIRED BY LAW.
- 22) ANY ADDITIONAL FEES, SHOP SUPPLIES, FREIGHT.
- 23) COSTS ASSOCIATED WITH TEARDOWNS.
- 24) FLUID SEEPAGE, SEEPAGE IS CONSIDERED A NORMAL CONDITION BY THE MANUFACTURER.
- 25) ANY COVERED PART IF A BREAKDOWN HAS NOT OCCURRED OR IF THE WEAR ON THAT PART HAS NOT EXCEEDED THE TOLERANCES ALLOWED BY THE MANUFACTURER BUT WHICH A REPAIR FACILITY RECOMMENDS OR REQUIRES BE REPAIRED IN CONNECTION WITH A COVERED BREAKDOWN.
- 26) PISTON RINGS AND INTAKE OR EXHAUST VALVES WHICH HAVE NOT SUSTAINED A BREAKDOWN BUT REQUIRING REMOVAL OF CARBON DEPOSITS OR OTHER MATERIALS BY GRINDING AND/OR REFACING OF THE VALVES OR SEATS AND CLEANING AND/OR REPLACEMENT OF THE PISTONS AND PISTON RINGS TO RESTORE ENGINE COMPRESSION OR REDUCE OIL CONSUMPTION.
- 27) FOR ANY OF THE FOLLOWING PARTS: BATTERY (UNLESS YOU HAVE SELECTED AND PAID FOR THE HYBRID BATTERY REPLACEMENT OPTIONAL COVERAGE), BATTERY CABLES, THROTTLE BODY, SHOCK ABSORBERS (INCLUDING AIR SHOCKS AND AIR STRUTS), MANUAL TRANSMISSION CLUTCH ASSEMBLY (FRICTION CLUTCH DISC, PRESSURE PLATE AND THROW OUT AND PILOT BEARING), MANUAL AND HYDRAULIC LINKAGES, TRANSMISSION CABLES, DISTRIBUTOR  
CAP AND ROTOR, PASSIVE RESTRAINT STSTEMS (INCLUDING SEAT BELTS AND AIR BAGS), GLASS, LENSES, HEADLAMPS, AND PROJECTION LAMP ASSEMBLIES, SEALED BEAMS, LIGHT BULBS, LIGHTS/LED FUSES, CIRCUIT BREAKERS, BRAKE ROTORS AND DRUMS, EXHAUST SYSTEMS, CATALYTIC CONVERTER, EMISSION COMPONENTS, WINDSHIELD WIPER ARMS, WEATHER STRIPS, TRIM, MOLDINGS, BRIGHT METAL, CHROME, UPHOLSTERY AND CARPET, ZIPPERS, NUTS, BOLTS AND FASTENERS (NON-COVERED COMPONENTS ONLY), FREEZE PLUGS, CUP HOLDERS, ASH TRAYS, DASH PAD, SQUEAKS, RATTLES, WATER LEAKS, WIND NOISE, SEAT FRAMES, PAINT, OUTSIDE ORNAMENTATION, INSIDE AND OUTSIDE DOOR HANDLES, HINGES, MIRRORS, MIRROR HINGES, MIRROR HOUSINGS, HUBCAPS, BUMPERS, BODY SHEET METAL AND PANELS, BODY PARTS, FRAME, BRACKETS AND STRUCTURAL BODY PARTS, VINYL AND CONVERTIBLE TOPS, TIRES, AND WHEELS/RIMS/STUDS.
- 28) FOR AFTERMARKET ACCESSORIES OR EQUIPMENT, COMPONENTS AND SYSTEMS NOT INSTALLED BY THE MANUFACTURER, INCLUDING BUT NOT LIMITED TO: ANTI-THEFT SYSTEMS, RADAR DETECTORS, CB RADIO, RADIO/SPEAKER EQUIPMENT, CRUISE CONTROL, SUNROOF, SOLAR POWERED DEVICES, TELEPHONES, CELULAR PHONES, TV/VCR/DVD AND RELATED COMPONENTS AND APPLIANCES.

## **GENERAL PROVISIONS**

The **Company** listed above agrees that this **Service Contract** covers the above-described **Vehicle** and the repair or replacement of the **Covered Vehicle** parts and applicable labor, per industry recognized labor guides. A "**Breakdown**" of a covered part is defined as **Failure** of such part to meet Manufacturer's Specifications. **We** will pay an authorized **Repair Facility** directly to remedy any **Failure/ Breakdown** related to repair or replacement of such parts provided that the **Contract** holder does not have insurance or manufacturer's warranty covering such repair or replacement. The operation of this **Service Contract** will be concurrent in certain cases with any applicable Factory, Manufacturer's, or Seller's Warranty or particular provisions thereof. **You are required to pursue those warranties before proceeding with this Contract. We** will pay reasonable diagnostic and tear down charges in conjunction with a covered **Breakdown** not to exceed the labor time listed in industry recognized labor guides. **Obligor** reserves the right to approve or deny diagnostic and/or tear down charges at the sole discretion of the **Obligor**. **Obligor** reserves the right to request the **Vehicle** to be relocated to another **Repair Facility** at its sole discretion.

The provisions of this **Service Contract** commence on the **Contract** date and continue until the **Contracts** term has expired, or the **Covered Vehicle's** mileage exceeds the **Contract** terms, whichever comes first. **Replacement will be made with parts of like kind and quality and compatible with the Covered Vehicle's specification.** All parts replaced will be covered under the terms and conditions hereof for the remaining term and/or mileage of this **Contract** as shown above.

### **DEDUCTIBLE**

A covered **Breakdown** coverage is subject to the applicable **Deductible** for each repair visit. However, the **Deductible** does not apply to towing and/or rental car/substitute transportation coverage(s). The **Deductible** indicated on the **Schedule Page** for this **Vehicle Service Contract** will be automatically applied unless **You** selected an alternative option on the **Schedule Page**.

### **TRANSFER OF CONTRACT**

This **Vehicle Service Contract** applies only to the **Contract Holder** and the described covered **Vehicle** listed above. This **Vehicle Service Contract**, however, may be assigned or transferred at the request of a **Contract Holder** to any new owner of the described covered **Vehicle** while the **Vehicle Service Contract** is still in force by written notification ONLY and payment to the **Administrator** in the amount of fifty dollars \$50.00 as a transfer fee. The new owner accepts all contract holder responsibilities including but not limited to providing proof of continuation of the Service Requirements. Transfer to the new owner must be completed within thirty (30) days of vehicle purchase. If any portion of the manufacturer's warranty is in effect at time of transfer, the transfer of the **Vehicle Service Contract** will be valid only if the manufacturer's warranty is also properly transferred. **Completed forms or materials evidencing the properly executed transfer of any manufacturer's warranty coverage in effect on a covered Vehicle must be received from the Contract Holder in addition to a copy of the bill of sale which lists the current mileage by the Obligor before this Vehicle Service Contract will be transferred.**

### **CANCELLATIONS**

**You may cancel this Contract by submitting a written request to the Obligor or Seller.** If **You** request a cancellation during the first sixty (60) days, **We** 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, based on the greater number of days in force or miles driven compared to the total term remaining on the **Contract**, less a cancellation fee of either ten percent (10%) of the **Contract** Purchase Price or twenty-five dollars (\$25), whichever is less. If a refund is owed, the refund will be paid or credited within thirty (30) days from the date the **Obligor** or **Seller** receive notice of cancellation from the **Contract Holder**.

**We** may cancel this **Contract** during the first sixty (60) days of the **Contract** Purchase Date for any reason. If **We** cancel this **Contract** within the first sixty (60) days **We** will mail written notice of cancellation to **You** at **Your** address as listed on the **Schedule/Registration Page** and that notice will be postmarked prior to the sixty-first (61<sup>st</sup>) day from the

**Contract Purchase Date.** After sixty (60) days, **We** may cancel this **Contract** due to material misrepresentation or fraud at the time of sale, or **Your** failure to pay the **Contract** Purchase Price. If **We** cancel this **Contract** for material misrepresentation or fraud, **We** may deduct **Claims** paid if **Claim** has been paid or **We notified You in writing that We** will pay a **Claim**. If **We** cancel this **Contract**, **We** will mail written notice of cancellation to **You** at **Your** address as listed on the **Schedule/Registration Page** at least five (5) days prior to cancellation. The notice shall state the effective date of the cancellation and the reason for the cancellation. This **Contract** ceases to be valid no less than five (5) days after the postmark date of the notice. 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 by **Us** unless **We** have notified **You** in writing that **We** will pay a **Claim**. No cancellation fee will apply in the event **We** cancel this **Contract**. Any refund on a financed contract will be sent to the **Vehicle's Lienholder** unless the lien is satisfied. If the **Obligor** cancels this **Contract** and a refund is owed, the refund will be paid or credited within thirty (30) days from the effective date of the cancellation. In the event that **We** cancel this **Contract**, **We** will be liable for any **Claim** reported to **Us** if the **Claim** is reported prior to the effective date of cancellation and is covered by the **Contract**. **You are deemed to have reported a Claim if You have completed the first step required under this Contract for reporting a Claim.**

## **Insurance Statement**

Performance to **You** under this **Contract** is guaranteed by a California approved insurance company. **You** may file a **Claim** with the insurance company if any promise made in the **Contract** has been denied or has not been honored within sixty (60) days after **Your** request. The name and address of the insurance company is Response Indemnity Company of California, 10751 Deerwood Park Blvd., Ste. 200, Jacksonville, FL 32256. If **You** are not satisfied with the insurance company's response, **You** may contact the California Department of Insurance at 1-800-927-4357 or access the department's Internet Web site ([www.insurance.ca.gov](http://www.insurance.ca.gov)).

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 **Contract**, **You** may submit **Your Claim** directly to the applicable insurer at the above address for consideration.

## **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 **Contract**), **You, We,** and the **Obligor** (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 related in any way to this **Contract**, including but not limited to **Claims** related to the underlying transaction giving rise to this **Contract**, or **Claims** related to the sale, financing 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, agents, successors, or assigns. "**Claims**" does not include a statutory **Claim** for public injunctive relief brought under any California statute enacted for a public reason, provided that **You** are a California resident or that **You** 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. The arbitrators shall not have the power to commit errors of law or legal reasoning, and the award may be vacated or corrected on appeal to a court of competent jurisdiction for any such error. All arbitration shall be handled in accordance with the California Arbitration Act (California Code of Civil Procedure, Section 1280).

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 **Contract** 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 to this **Contract**. 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 URL: American Arbitration Association, [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 twenty five thousand dollars (\$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). 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 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 Contract (THE DATE OF PURCHASE BEING INDICATED ON Your Contract.** 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/Class Action Waiver 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 Dealer/Seller. If **You** properly and timely opt out, then all **Claims** will be resolved in court rather than arbitration.

**Privacy Policy:** It is Our policy to respect the privacy of Our customers. For information on Our privacy practices, please review Our privacy policy at [www.fortegra.com](http://www.fortegra.com).

**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. THE OBLIGOR SHALL NOT 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.***

***THE OBLIGOR DOES NOT AUTHORIZE ANY PERSON, ENTITY OR DEALER TO CREATE FOR THEM ANY OTHER OBLIGATION OR LIABILITY IN CONNECTION WITH THIS PRODUCT.***