

# BEST CHOICE **EXCLUSIONARY** VEHICLE SERVICE CONTRACT

| PURCHASER INFORMATION                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                         |                                                   |                                  |  |  |  |
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| PURCHASER NAME                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                         | AREA CODE AND TELEPHONE NUMBER                    |                                  |  |  |  |
| STREET ADDRESS                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                         | CITY, STATE, AND ZIP CODE                         |                                  |  |  |  |
| VEHICLE INFORMATION                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                         |                                                   |                                  |  |  |  |
| VEHICLE IDENTIFICATION NUMBER (VIN)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                         | VEHICLE ODOMETER READING AT TIME OF CONTRACT SALE |                                  |  |  |  |
| YEAR, MAKE, AND MODEL                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                         |                                                   | RATE CLASS                       |  |  |  |
| SELLING COMPANY AND FINANCE COMPANY INFORMATION                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                         |                                                   |                                  |  |  |  |
| SELLING COMPANY NAME                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | SELLING COMPANY ADDRESS |                                                   | SELLING COMPANY TELEPHONE NUMBER |  |  |  |
| FINANCE COMPANY                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | FINANCE COMPANY ADDRESS |                                                   |                                  |  |  |  |
| OBLIGOR                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                         |                                                   |                                  |  |  |  |
| <p>Obligor in Certain States. The following entities will serve as the OBLIGOR of the Service Agreements in the following states. Plateau Service Company in the following states: AL, AR, AZ, CO, CT, DE, GA, HI, ID, IL, IN, IA, KS, KY, ME, MI, MN, MO, MS, MT, NE, NC, NV, NM, ND, OH, OK, OR, PA, RI, SC, SD, TN, TX, UT, VT, VA, WV, WY, WI; Plateau Warranty Company in FL; Plateau Service Company d/b/a Plateau Service Company of Tennessee in CA; and Plateau Service Company d/b/a Plateau Service Company Inc. in NH.</p> <p>The Obligor address, for all entities listed above is 2701 N. Main St., Crossville, TN 38555, 888-398-3632. The Obligor's performance under this Contract is insured by an insurance policy issued by Plateau Casualty Insurance Company 2701 N. Main St. Crossville, TN 38555 888-398-3632. If a Covered Repair is not paid within sixty (60) days after proof of loss has been filed, You may file a claim with Plateau Casualty Insurance Company at the address listed above.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                         |                                                   |                                  |  |  |  |
| CONTRACT INFORMATION                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                         |                                                   |                                  |  |  |  |
| COVERAGE                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | DEDUCTIBLE PER VISIT    | TERM MONTHS                                       | TERM MILES                       |  |  |  |
| EXPIRATION DATE                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | EXPIRATION MILEAGE      | CONTRACT SALE DATE                                | SERVICE CONTRACT PRICE           |  |  |  |
| AGREEMENT PERIOD                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                         |                                                   |                                  |  |  |  |
| <p>Terms for coverage are measured from the <b>Contract</b> sale date and the <b>Vehicle</b> odometer mileage reading at the time of sale. <b>THIS SERVICE CONTRACT HAS A WAITING PERIOD OF ONE MONTH AND 1,000 MILES.</b> During this waiting period, only the benefits listed under "Emergency Roadside Assistance" will apply. Any breakdown that occurs during this waiting period will not be covered. This one month and 1,000 miles will be added to the end of the term listed above. This <b>Contract</b> begins on the <b>Contract</b> sale date and expires on the mileage or expiration date listed above, whichever occurs first. This <b>Contract</b> is non-renewable.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                         |                                                   |                                  |  |  |  |
| ADDITIONAL BENEFITS                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                         |                                                   |                                  |  |  |  |
| <p><b>RENTAL CAR REIMBURSEMENT:</b> If Your Vehicle sustains a <b>Failure</b> or <b>Tire Failure</b> resulting in a <b>Covered Repair</b>, then You may qualify for rental car reimbursement for up to \$40 per day, with a 5 day maximum, not to exceed \$200 per occurrence. The <b>VEHICLE</b> must be retained overnight at the REPAIR FACILITY in order to qualify for rental coverage. Rental coverage is contingent on the labor time required to replace/repair <b>Covered Components</b> authorized by the <b>Administrator</b>. The <b>Administrator</b> will use factory labor times or industry recognized flat-rate manuals to determine the required repair time. However, this time excludes the downtime waiting for parts or other delays beyond the control of the <b>Licensed Repair Facility</b> or the <b>Administrator</b>. The labor time necessary for rental reimbursement is as follows: 1 to 8 hours = 1 day; 8.1 to 16 hours = 2 days; 16.1 to 24 hours = 3 days; etc. Your rental car benefits will not continue beyond the day the repairs are completed and You are notified of completion. All vehicles must be rented from a licensed auto rental facility.</p> <p><b>TRIP INTERRUPTION:</b> If You are more than 100 miles from Your home and Your Vehicle is in need of <b>Emergency Repairs</b>, then You may qualify for Trip Interruption benefits that include lodging and meal reimbursement for up to \$75 per day, with a 3 day maximum, not to exceed \$225 per occurrence. This benefit applies when a <b>Licensed Repair Facility</b> must keep Your Vehicle overnight to repair Your Vehicle, but it does not extend beyond the day the repairs are completed. For lodging and meal reimbursement, please save all receipts and contact the <b>Administrator</b> for instructions. Receipts must be legible and verifiable. Handwritten receipts will not be accepted. The Trip Interruption benefit is only available where allowed</p> |                         |                                                   |                                  |  |  |  |

AUTHORIZATION MUST BE OBTAINED FROM THE ADMINISTRATOR BEFORE STARTING ANY TEARDOWN OR REPAIRS.  
PLEASE CALL 1-888-963-1118 FOR AUTHORIZATION AND INSTRUCTIONS

by law.

**Emergency Roadside Assistance** is available throughout the United States and Canada, twenty-four (24) hours a day, three hundred sixty-five (365) days a year. When arranging for 24-Hour Roadside Assistance please call **888-963-1118**. **You** will be required to give the representative assisting **You** the following information: Contract Number (located on the front right-hand corner of **Your** Registration Page) or VIN of the **Registered Vehicle**. **You** will not be required to pay any additional fee or sum in addition to the contract fee when **Your** service is for a tow or a covered service listed below of up to one hundred dollars (\$100). **You** are entitled to one (1) service within a seventy-two (72) hour period. **Important:** Please be with **Your** Vehicle when the service provider arrives, as they cannot service an unattended vehicle. Service provided must be a covered benefit under the terms and conditions described. **Please note:** Coverage is extended to the **Registered Vehicle** only.

- **Towing:** Up to one hundred dollars (\$100) at no out of pocket expense to **You**. Additional mileage is to be paid by **You** directly to the service provider at the time of service.
- **Battery Service:** Jumpstart or boost a dead battery.
- **Delivery Service:** Including gasoline, water, oil, or any supplies necessary to send the **Vehicle** on its way. **You** are responsible for the actual cost of fluid and/or supplies delivered.
- **Tire Service:** If **You** get a flat tire, **Your Vehicle's** spare tire will be installed, as long as it's inflated and serviceable.
- **Lockout Services:** **We** will send a locksmith if **You** are accidentally locked out of the Vehicle. Access to passenger compartment only.

**Reimbursement:** This is not a reimbursement program. **You** must contact **Us** first to dispatch services. In the event **Your Registered Vehicle** is disabled and Nation Motor Club, LLC. was unable to fulfill its obligations for any of the above covered services, and **You** contracted for a covered service on **Your** own, **You** will be able to submit **Your** original 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 5600 Broken Sound Boulevard NW, Boca Raton, FL 33487, Attn: Claims. Claim forms may be obtained online at [www.nsdclaims.com](http://www.nsdclaims.com) or by calling toll-free 1-888-684-9327. ASSISTANCE OBTAINED THROUGH ANY SOURCE OTHER THAN NATION MOTOR CLUB, LLC. WITHOUT PRIOR AUTHORIZATION IS NOT COVERED AND IS NOT REIMBURSABLE.

All 24-Hour Roadside Assistance services and benefits are administered by Nation Motor Club, LLC dba Nation Safe Drivers located at 5600 Broken Sound Boulevard NW, Boca Raton, FL 33487.

In California, all roadside services and benefits are administered by Nation Motor Club, LLC located 5600 Broken Sound Boulevard NW, Boca Raton, FL 33487. Motor Club Permit Number: 5157-3.

In Alabama, Alaska, Utah, and Virginia: All services and benefits are Administered through Nation Safe Drivers, Services, Inc. located at 5600 Broken Sound Boulevard NW, Boca Raton, FL 33487.

## OTHER IMPORTANT INFORMATION

THIS CONTRACT IS NOT AN INSURANCE POLICY; IT IS A **SERVICE CONTRACT** BETWEEN YOU AND THE **OBLIGOR**. ANY CHANGE TO THE PREPRINTED TERMS AND CONDITIONS OF THIS **CONTRACT** IS INVALID AND OF NO FORCE OR EFFECT. IF ANY INFORMATION ON THIS **CONTRACT** IS IN ERROR, CONTACT THE **SELLING COMPANY** OR **ADMINISTRATOR** IMMEDIATELY. PURCHASE OF THIS **CONTRACT** IS NOT REQUIRED IN ORDER TO PURCHASE A VEHICLE OR TO OBTAIN VEHICLE FINANCING. **THESE TERMS REQUIRE THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS OR CLASS ACTIONS**

### A. MAINTENANCE AND RECORDS

To obtain the benefits provided by this **Service Contract**, You are required to provide maintenance to **Covered Components** at a **Licensed Repair Facility** in accordance with what is recommended by the manufacturer of **Your Vehicle**. Proper documentation and verifiable receipts, from the original purchase date of your vehicle, for all maintenance and repairs may be required in the event of a claim. Receipts must reflect proper **Vehicle** documentation (i.e. year, make, and model), complete **Vehicle** Identification Number, and the current mileage of the **Vehicle**. Handwritten receipts will not be accepted. Failure to provide proof of required maintenance may result in denial of coverage. The minimum requirement on oil and filter changes is every six (6) months or 5,000 miles, whichever comes first if the manufacturer has an indicator-based schedule, and You must follow the maintenance schedules in accordance with Your Vehicle's manufacturer recommendations. In addition, YOU must maintain all other covered components (transmission flushes, lubrication, software updates and reprogramming, timing belt/chain, filters, etc.) Severe maintenance schedule may need to be followed if conditions apply as outlined in the VEHICLE owner's manual.

### B. WHAT IS COVERED

Provided all surcharges and options have been paid, this **Service Contract** will cover necessary repairs to **ALL** of the mechanical and electrical parts of **Your Vehicle**. These repairs are subject to the terms and conditions listed in this **Contract** and subject to the exclusions listed in "WHAT IS NOT COVERED". Examples of covered mechanical and electrical parts are listed in the "Exclusionary Coverage Examples" heading in this section.

#### Exclusionary Coverage Examples

Examples of **Covered Components** are included below, and are categorized by related vehicle systems. If a **Covered Component Fails** during the term of this **Contract**, the **Administrator** will pay for the repair or replacement of the **Covered Component** in accordance with the coverage and surcharges indicated on the first page of this **Contract**, subject to the terms and conditions herein.

**ENGINE COMPONENTS:** Cylinder Block and Cylinder Heads; all internal **Lubricated Parts** of the Engine; Turbocharger; Supercharger; Harmonic Balancer; Timing Gear; Timing Chain; Timing Belt; Timing Cover; Intake and Exhaust Manifolds; Valve Covers; Oil Pan; Engine Mounts; Belt Tensioner; Cam Gear Bolt; Harmonic Balancer Bolt; and Head Bolts. The engine block, cylinder head(s), valve cover(s), timing cover and oil pan are covered only if damaged by the above internally lubricated parts.

**TRANSMISSION COMPONENTS:** Transmission Case (only if damaged by internally lubricated parts) and all internal **Lubricated Parts** of the Transmission; Torque Converter; Flywheel/Flex Plate; Transmission Mounts; Transmission Cooler; Transmission Oil Pan; and Vacuum Modulator.

**TRANSFER CASE COMPONENTS:** Transfer Case (only if damaged by internally lubricated parts) and all internal **Lubricated Parts** of the Transfer Case.

**DRIVE AXLE COMPONENTS:** Drive Axle Housing (only if damaged by internally lubricated parts) and all internal **Lubricated Parts** of the Drive Axle; Drive Shafts; Universal Joints; Constant Velocity Joints; Locking Hubs; 4X4 Actuator; Center Support/Carrier Bearings; Differential Cover; Electronic Shift Control Unit.

**AC/HEATING COMPONENTS (OEM or DEALER INSTALLED ONLY):** Condenser; Compressor; Compressor Clutch; Evaporator; Compressor Pulley; Accumulator; Drier; Expansion Valve; Idler Pulley; Temperature Control Programmer; Heater Core; Blower Motor; High/Low Cut Off Switch; and Pressure Cycling Switch.

**SUSPENSION COMPONENTS:** Upper and Lower Control Arm Shafts, Bearings and Bushings; Wheel Bearings; Spindles; Ball Joints; King Pins and Bushings; Radius Arm and Bushings; Stabilizer Bar, Links, and Bushings; Torsion Bars; Hub Assembly; Coil Springs; Leaf Springs; and Suspension Level Control Compressor.

**STEERING COMPONENTS:** Steering Gear Box/Rack and all internal **Lubricated Parts** of the Steering Gear Box/Rack; Power Steering Pump; Pitman Arm; Idler Arm; Tie Rod Ends; Drag Link; Steering Column Shaft and

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Column Couplings.

**COOLING COMPONENTS:** Water Pump; Radiator; Cooling Fan; Cooling Fan Motor; Fan Clutch; and Coolant Recovery Tank.

**FUEL SYSTEM COMPONENTS:** Fuel Delivery Pump; Fuel Injection Pump; Fuel Injectors; Fuel Tank, Metal Fuel Lines; Fuel Pressure Regulator; Fuel Sending Unit; Fuel Gauge; Air Control Valve; Oxygen Sensors; MAF Sensor; Camshaft/Crankshaft Sensors; Electronic Fuel Injection Computer/Module.

**BRAKE COMPONENTS:** Master Cylinder; Power Brake Cylinder; Vacuum Assist Booster; Calipers; Wheel Cylinders; Compensating Valve; ABS Accumulator, Pump, Motor, Reservoir; Wheel Speed Sensors; Hydraulic Lines And Fittings; and Parking Brake Actuator.

**ELECTRICAL COMPONENTS:** Alternator/Generator; Ignition Module; Ignition Switch; Headlight Switch; Turn Signal Switch; Horns; Distributor (does not include Cap and Rotor); Starter Motor; Starter Solenoid; Starter Drive; Windshield Wiper Motors; Windshield Wiper Delay Switch; Windshield Wiper Linkage; Windshield Washer Pump; Power Seat Motor; Power Antenna Motor; Power Window Motors and Regulators; Power Door Locks and Actuators; Power Trunk Release; Wiring Harness; Cruise Control Assembly; Ignition Lock Cylinder; Manually Operated Switches; Convertible Top Motor; and Driver Information Gauges/Indicators; Original Factory Installed Radio, Main Speaker System, and Single Compact Disk/Cassette Player (up to a maximum aggregate of \$300.00 or replacement cost per **Contract** term, unless **You paid for the Luxury Electronics Package as indicated on the first page of this Contract**).

**SEALS AND GASKETS:** Leaking seals and gaskets on any **Covered Components** listed in this section will be covered. Minor loss of fluid or seepage is considered normal and is not considered a **Mechanical Breakdown**.

**HYBRID COMPONENTS:** Hybrid Transaxle, Electronic Transmission, Inverter, Generator(s), and Electronic Display Monitor.

#### **Tire Coverage**

**Coverage** afforded under this **Service Contract** applies **ONLY** to the D.O.T. approved and manufacturer-specified tires on **Your Vehicle** at the time of delivery from the manufacturer. In the event of a **Covered Tire Repair**, any D.O.T. approved or manufacturer-specified replacement will also be covered for the remainder of **Your** term. In the event of a **Covered Tire Repair**, the following stipulations apply:

1. **Tire Repairs:** The Administrator will reimburse **You** up to \$20 (per tire per single visit) of the **Cost** to repair **Your** tire.
2. **Tire Replacement:** The Administrator will reimburse **You** up to one hundred dollars (\$100.00) toward the **Cost** for each tire replacement per single visit, up to a maximum aggregate per **Contract** term of four hundred dollars (\$400.00). **You** must have more than 3/32" tread depth remaining to be eligible for reimbursement.

#### **C. OPTIONAL COVERAGE**

**LUXURY ELECTRONICS PACKAGE:** If **You** paid for the Luxury Electronics Package option as indicated on the first page of this **Contract**, the following OEM parts are covered: Radio/GPS/Navigation Components, Integrated Radio/GPS, Liquid Crystal Display (LCD) Screens, DVD Players, Rearview Back-up Camera and Sensors, Voice Activation Systems, Standalone Seat Heaters (not integrated in upholstery), Sunroof and Convertible Top Motors. Coverage is limited to either one replacement or one repair per component for the term of the **Contract**. The Luxury Electronics Package applies only to **Failures** of the "base unit" and does not cover any remote controls, handheld controls, wiring, game cartridges, headphones, DVDs, MP3 players, programming, or any other non-listed parts. Aftermarket components are specifically excluded from coverage. Additionally, purchasing this option will remove the limit of \$300 for repairs to the original factory installed radio, main speaker system, and single compact disk/cassette player, as listed in the "LIMITS OF LIABILITY" section. All other stipulations in the "LIMITS OF LIABILITY" section will still apply.

**EMISSIONS PACKAGE:** If **You** paid for the Emissions Package option as indicated on the first page of this **Contract**, the following parts will be covered: Air Fuel Ratio Sensor/Oxygen Sensor, Air Pump, Barometric Pressure Sensor, Canister Purge Solenoid, EVAP Purge Canister, EVAP Leak Detection Pump And Valve, EVAP Vent Valve, Deceleration Valve, EGR Valve, EGR Solenoid, EGR Check Valve, DPFE Sensor, EGR Controller, EGR Diverter Valve, EGR Relay, Purge Valve, EGR Position Sensor, EGR Lines, EGR EFE Thermal Vacuum Switch, EGR/EFE Valve, Engine Oil Fill Cap, Fuel Fill Cap, Fuel Fill Neck Restrictor, Fuel Tank Pressure Sensor, Fuel Tank Vent Valve, Fuel Temperature Sensor, Idle Air Control Valve, Intake Air Resonator, Intake Air Temperature Sensor, MAP Sensor, Mass Air Flow Sensor, PCV Sensor, Air Injection Control Valve, Air Injection

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Check Valve, Air Injection Pump, Air Injection Relay.

#### D. LIMITS OF LIABILITY

Our limit of liability for original factory installed radio, main speaker system, and single compact disk/cassette player will not exceed an aggregate amount of \$300.00 per **Contract** term, unless **You** paid for the Luxury Electronics Package as indicated on the first page of this **Contract**. Our limit of liability for tire replacements will not exceed an aggregate amount of \$400.00 for the term of this **Contract**. For all other repairs or replacements, **Our** liability per repair visit, under any circumstances, will not exceed the NADA "clean trade-in" value of the **Vehicle** immediately prior to **Breakdown**. The total of all benefits paid or payable under this **Contract** will not exceed the price paid for the **Vehicle** (excluding tax, title and license fees) by the original purchaser of this **Service Contract**, or **\$12,500, whichever is less**. A copy of the **Vehicle** Bill of Sale may be requested for verification. **Our** liability for incidental and consequential damages including, but not limited to personal injury, physical damage, property damage, loss of **Vehicle** use, loss of time, inconvenience and commercial loss resulting from the operation, repair, maintenance, or use of this **Vehicle** is expressly excluded.

#### E. WHAT IS NOT COVERED

This **Service Contract** does **not** cover the items under the "Exclusionary Coverage" and "Tire" headings listed in this section, "WHAT IS NOT COVERED". There may also be specific exceptions related to any option(s) **You** selected, as described in the corresponding sections.

##### Exclusionary Coverage

1. Any repair that has not received prior authorization from the Administrator. This exclusion does not apply to Emergency Repairs.
2. The repair or replacement of any motor vehicle component that was not properly operating in accordance with manufacturer's specifications at the time this **Service Contract** was sold (i.e. pre-existing conditions).
3. Any **Vehicle** with a branded title (e.g. salvage, junk, rebuilt, total loss, flood, fire, or gray market) or has been deemed a total loss by an insurance entity.
4. Any **Vehicle** that has been repurchased by or had its price renegotiated with the manufacturer. Any **Vehicle** that has had the manufacturer's warranty revoked, voided, or cancelled; or any **Vehicle** that never came with a manufacturer's warranty.
5. The repair, modification, or replacement of any component that has not Failed, as defined by this **Contract**.
6. The repair, retrofit, or replacement of any component required for compliance by any local, state, or federal law or legislation.
7. The gradual reduction in component performance through normal or excessive usage. The repair or replacement of engine valves, valve guides, valve seals, and/or piston rings is not covered if the purpose of such repair(s) is simply to raise the compression of the engine, increase performance, or to reach acceptable oil consumption/ burning.
8. If any alterations have been made to Your **Vehicle** or **You** are using or have used Your **Vehicle** in a manner not recommended by the manufacturer, including but not limited to, the failure of any custom or add-on part, all frame or suspension modifications, lift/lowering kits, the use of oversized tires or any tire that is not recommended by the original manufacturer or it creates an odometer/speedometer variance of greater than 4%, trailer hitches. Also not covered are any emissions and/ or exhaust systems modifications, engine modifications, transmission modifications, and/or drive axle modifications, which includes any performance modifications.
9. Any Mechanical Breakdown covered by an insurance entity or any component with a warranty or "repairer's guarantee" through a repair facility or when the responsibility for the repair is covered by an insurance policy, manufacturer and/or dealer customer assistance program, or any warranty from the manufacturer, such as extended drive train, major component or full coverage warranties, or a repairer's guarantee/warranty (regardless of manufacturer's or repairer's ability to pay for such repairs). Further, Coverage under this **Contract** is similarly limited in the event of a Breakdown if the manufacturer has announced its responsibility through any means, including public recalls and factory service bulletins. Additionally, if an insurance entity, the manufacturer, or Licensed Repair Facility notifies **You** that they will monetarily participate in a repair that has been authorized and paid by **Us**, then **We** will exercise **Our** right to recover the respective amount.
10. Any **Vehicle** with an odometer that has been tampered with, altered, disconnected, or not maintained in working order. **You** may be required to provide an odometer statement at the time of sale of this **Service Contract**.

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11. Any Mechanical Breakdown or Failure caused by (a) normal or excessive wear and tear; (b) Your failure to provide the proper maintenance to the failed part or parts; (c) overheating, regardless of the cause of overheating; (d) incorrect, contaminated, or inadequate amounts of coolant, lubricants, or fluids; (e) accidental loss or damage, impact, collision or upset, falling missiles or objects, rust, corrosion, fire, theft, larceny, explosion, lightning, earthquake, windstorm, hail, water, flood, freezing, malicious mischief, vandalism, riot, or civil commotion; or (f) DRIVER NEGLIGENCE OR MISUSE, INCLUDING THE OPERATION OF AN IMPAIRED VEHICLE.
12. Cosmetic damage or cosmetic related repairs (e.g. scratches, nicks, dents, or tears).
13. Body components or repairs related to the body of the Vehicle (e.g. bumpers, lenses, glass, paint, convertible or vinyl tops, sheet metal, outside ornamentation, frame or structural body parts, air or water leaks, wind noise, weather strips, squeaks or rattles, trim, upholstery, carpet, or mats).
14. Navigational systems, unless You selected and paid for the Luxury Electronics Package option at the time this Service Contract was sold, in which case only the factory- installed navigational system on Your Vehicle will be covered.
15. The following, unless required in conjunction with a Covered Repair: upgrades, adjustments, alignments, oil, fluids, greases, lubricants, or refrigerant.
16. Maintenance services and parts described in the manufacturer's maintenance schedule for Your Vehicle. NOTE: During the term of this Service Contract, it may become necessary to (a) replace spark/glow plugs and wires, emission control valves, timing belts, drive belts, distributor caps and rotors, and filters; (b) adjust belts, ignition, transmission bands, or clutch system; (c) clean fuel and cooling systems or remove sludge or carbon deposits; and (d) maintain or replace items not specifically covered under this Service Contract. These aforementioned services and replacements are required because of normal wear and usage—they are Your responsibility. Costs for these services and parts are not covered by this Service Contract. If You purchased the Emissions Package, items listed under the "Emissions Package" in the Optional Coverage section will be covered.
17. Any expenses associated with shop supplies, materials charges (i.e. miscellaneous items not directly associated with a Covered Repair), hazardous waste charges, diagnosis time (where a Covered Mechanical Breakdown has not occurred), freight charges, or storage charges.
18. Vehicles used for commercial towing, dump or refuse collection, hauling or towing loads weighing in excess of vehicle manufacturer's specifications, taxi, livery, shuttle, rental, construction, racing or competitive driving, emergency services, or Vehicles equipped with a snow plow.
19. Business Use Vehicles including UBER and LYFT, unless the Business Use surcharge is selected and paid at the time this Contract is sold.
20. Vehicles operated by more than one person or vehicles using multiple drivers over a period of time due to shift work.
21. The repair or replacement of the following: (a) batteries and battery cables, including batteries and battery cables for Hybrid vehicles; (b) exhaust system components and catalytic converters; (c) shock absorbers; (d) fasteners, nuts, bolts, clips, screws; (e) fuses and bulbs; (f) safety restraint systems (including air bags); (g) brake linings, rotors, and drums; (h) sealed beams and LED or HID lamps; headlamp and taillamp assemblies; (i) wiper blades, hoses, molded rubber, and rubber-like items; (j) clutch disc and linings, clutch pressure plate, clutch throw-out bearings, pilot bearings; (k) bent shift forks, stretched timing chains; and (l) cellular phones.
22. Any losses resulting from delays, labor strikes, loss of time, inconvenience, or other causes beyond the control of the Administrator or Licensed Repair Facility.
23. The repair or replacement of any Covered Component that has been damaged by a non-Covered Component or from an improper repair.
24. The repair or replacement of any non-Covered Component damaged as a result of the Failure of a Covered Component.
25. Vehicles registered or needing repairs or replacements outside of the contiguous United States, Alaska, or Hawaii.
26. Convertible top assemblies; television/VCR/DVD players; game centers; cumulative repair or replacement costs during the term of this Contract; audio/video equipment and audio/video accessories; all touch screen and/or voice activated accessories, including related display screens and heads up displays on windshields; electronic transmitting/receiving devices; voice recognition systems; remote control consoles; security systems; and radar detection devices. If You purchased the Luxury Electronics Package, items listed under the "Luxury Electronics Package" in the Optional Coverage section will be covered.

AUTHORIZATION MUST BE OBTAINED FROM THE ADMINISTRATOR BEFORE STARTING ANY TEARDOWN OR REPAIRS. PLEASE CALL 1-888-963-1118 FOR AUTHORIZATION AND INSTRUCTIONS.

27. Any component or part of a component that enables a Vehicle to be propelled by any source of power other than gasoline, diesel fuel, or E85 ethanol. In addition, components belonging solely to any of the following (unless otherwise stated in this document): Hybrid Vehicles, Plug-in Hybrid Vehicles, Electric Vehicles, Extended-Range Electric Vehicles, or Hydrogen-Powered Vehicles. The Hybrid Battery is not covered in any instance.
28. All emission components. If You purchased the Emissions Package, items listed under the "Emissions Package" in the Optional Coverage section will be covered.
29. All Nissan CVT Transmissions regardless of model or year of manufacture.

#### Tire

Stipulations noted under the "Exclusionary" heading in this section, "WHAT IS NOT COVERED," also apply to Your Vehicle's tires. In addition, the following tire- specific exclusions apply:

30. Destruction or damage to a tire due to off-road Vehicle use, construction site use, or an impact with an engineered obstruction in the highway or roadway (including, but not limited to curbs).
31. Any repair or replacement due to dry-rot, cracking, or peeling of tread.
32. Tires that prematurely fail because of overloading, improper loading, or improper inflation.
33. Used, retread, or remanufactured tires.
34. Tires that are not D.O.T. certified or that do not meet the specifications prescribed by the manufacturer of the Vehicle listed in this Service Contract.
35. Any Tire Failure occurring when any portion of the tread depth on the failed tire is 3/32 of an inch or less.
36. Tires transferred from another vehicle.

#### **F. WHAT TO DO IF YOUR VEHICLE SUSTAINS A MECHANICAL BREAKDOWN OR A TIRE FAILURE**

1. 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 under this **Service Contract**.
2. You may deliver **Your Vehicle** to the **Licensed Repair Facility** of Your choice. However, authorization must be obtained from the **Administrator** prior to any repair.
3. Present this **Contract** to the **Licensed Repair Facility**. The **Administrator** may also require You to provide the **Licensed Repair Facility** with proof of all relevant maintenance as expressed under "MAINTENANCE AND RECORDS".
4. Ensure that the **Licensed Repair Facility** contacts the Claims Department for instructions prior to any repairs. The Claims Department can be reached at 1-888-963-1118 from 8:00 A.M. – 12:00 P.M. and 1:00 P.M. – 6:00 P.M. (CST) Monday – Friday. AUTHORIZATION MUST BE OBTAINED FROM THE ADMINISTRATOR BEFORE STARTING ANY TEARDOWN OR REPAIRS.
5. If **Emergency Repairs** are required, deliver **Your Vehicle** to a **Licensed Repair Facility** and have the necessary repairs performed at a reasonable and customary charge. On the next business day, report the repairs to the **Administrator** at 1-. The **Administrator** will determine the reimbursement eligibility in accordance with the terms and conditions of this **Service Contract**.
6. In all instances, if **Your** repair is a **Covered Repair** or **Covered Tire Repair**, then **You** are required to pay the **Licensed Repair Facility** the deductible amount reflected on the first page of this **Contract**. In addition, **You** are also required to pay for anything not authorized by the **Administrator**.
7. The amount authorized by the **Administrator** is the maximum amount that will be paid for any repairs covered under the terms of this Contract. Any additional amount must receive prior approval from the **Administrator**. Should a claim arise before this Contract is paid in full, the balance owed will be deducted from the claim payment.

#### **G. WHAT THE ADMINISTRATOR WILL DO WHEN A CLAIM IS REPORTED**

The **Administrator** will determine the extent of coverage, subject to the terms and conditions of this **Contract**. To that end, the **Administrator** will verify the **Failure** or **Tire Failure** with the **Licensed Repair Facility**, verify coverage, determine the **Cost** of the **Covered Repair** or **Covered Tire Repair** subject to the terms, conditions, and limitations of this **Contract**, and authorize the claim. The claim is not approved unless authorization numbers are given to the **Licensed Repair Facility**.

#### **NOTE:**

- (1) At the sole discretion of the **Administrator**, **Failed** parts or **Failed Tires** may be replaced with new parts or tires, remanufactured parts or tires, or used parts or tires of like kind and quality.
- (2) **We** reserve the right to inspect **Your Vehicle** to verify **Failure(s)** or **Tire Failure(s)**. In addition, if a dispute arises between the **Licensed Repair Facility** and **Us**, **We** reserve the right to relocate **Your Vehicle** to a

AUTHORIZATION MUST BE OBTAINED FROM THE ADMINISTRATOR BEFORE STARTING ANY TEARDOWN OR REPAIRS. PLEASE CALL 1-888-963-1118 FOR AUTHORIZATION AND INSTRUCTIONS.

**Licensed Repair Facility of Our choice.** In the event the **Administrator** determines that a repair in question is not a **Covered Repair** or a **Covered Tire Repair**, then **You** are responsible for any cost incurred.

## H. STATE SALES TAX

The payment of sales tax on **Covered Repairs** or **Covered Tire Repairs** will be made in accordance with the regulations of the Taxing Authority in the state where **Your Vehicle** has been repaired.

## I. DEFINITIONS

- **ADMINISTRATOR:** Express Service Protection, LLC. 2600 E. Southlake Blvd. Suite 120-225 Southlake, TX 76092.1-888-963-1118.
- **BUSINESS USE: Vehicles** used primarily for profit, such as repair work, route work, service work, and delivery. **Vehicles** used for farm work or oil field work are included under this definition and are eligible for coverage if their primary use is transportation and not off-road work. Other examples include, but are not limited to floral delivery, cable TV repair, plumbing, vending machine services, catering, medical supply delivery, home repairs, and realty services.
- **COST:** The customary and reasonable charges for the parts and labor necessary to repair or replace **Covered Components** or **Covered Tires**. **Cost** will not exceed the manufacturer's suggested retail (list) price for parts and labor will be verified by the standard version of the following nationally recognized labor guide: Alldata. The labor rate must be authorized by the **Vehicle** manufacturer for franchised dealers and cannot exceed the average retail rate charged by similar repair facilities in the same area. All charges are subject to the limits of liability, the terms and conditions of this **Service Contract**, and the **Administrator's** approval.
- **COVERED BREAKDOWN** or **COVERED MECHANICAL BREAKDOWN:** A **Breakdown** that is covered by this **Contract**.
- **COVERED PART(S)** and **COVERED COMPONENT(S):** Any part of the **Vehicle** listed herein as a **Covered Part/Component** and not excluded from coverage by this **Service Contract**.
- **COVERED REPAIR:** A repair to a **Covered Part/Component** that is authorized by the **Administrator**.
- **COVERED TIRE:** A tire that conforms to **Vehicle** manufacturer's specifications and was D.O.T. approved at the time of sale, or any equivalent replacement tire on the **Vehicle** when it was delivered.
- **COVERED TIRE REPAIR:** A repair to a **Covered Tire** that is authorized by the **Administrator** as defined under **Tire Failure of Failed Tire(s)**.
- **EMERGENCY REPAIRS:** Repairs made outside of **Administrator's** business hours, which, if not performed, would impair the future operation of **Your Vehicle**, or render **Your Vehicle** inoperable or unsafe to drive.
- **FINANCE COMPANY:** Any financial institution providing financing for the purchase of this **Service Contract**.
- **LICENSED REPAIR FACILITY:** Any automotive repair facility that has been licensed to perform automotive repairs by the state in which it operates.
- **LUBRICATED PART:** A part that requires lubrication to function correctly.
- **MECHANICAL BREAKDOWN, BREAKDOWN, FAILURE, FAILS, or FAILED:** The inability of any **Covered Component(s)** that has received proper maintenance, as prescribed by this **Service Contract**, to function in the manner for which it was designed. This inability must be the result of defective material or faulty workmanship, not due to the gradual reduction in component performance through normal or excessive usage. In addition, a **Failed** part must be outside the allowable tolerances prescribed by the manufacturer to be deemed a **Failure**. This is distinguished from **Tire Failure**, as defined in this section.
- **ROAD HAZARD:** Potholes or debris on the surface of a road (such as nails, glass, rocks, or tree limbs) which may cause damage to your **Covered Tire**.
- **SELLING COMPANY:** The entity identified on the first page of this **Contract** from whom **You** purchased this **Service Contract**.
- **SERVICE CONTRACT** or **CONTRACT:** This document in its entirety, which explains the coverage and limitations afforded to **You**.
- **TIRE FAILURE** or **FAILED TIRE(S):** The inability of any tire to function in the manner for which it was designed, either due to contact with a **Road Hazard**, a defect in materials, or faulty workmanship. This inability to function is not due to misuse or abuse, and specifically excludes normal and excessive wear and tear.
- **VEHICLE:** The **Vehicle** identified on the first page of this **Contract**.
- **WE, US, OUR:** The **Obligor** for the respective state as identified on the first page of this **Contract** - 2701 N. Main St. Crossville, TN 38555 / 888-398-3632

AUTHORIZATION MUST BE OBTAINED FROM THE ADMINISTRATOR BEFORE STARTING ANY TEARDOWN OR REPAIRS. PLEASE CALL 1-888-963-1118 FOR AUTHORIZATION AND INSTRUCTIONS.

- **YOU, YOUR, CONTRACT HOLDER, MY, and I:** The person(s) whose name is listed as the purchaser(s) of this **Service Contract**.

#### **J. CANCELLATION AND RENEWAL**

We agree to pay on behalf of the Selling Company, the unearned refund based on consideration received from the Selling Company. The Selling Company agrees to pay the unearned portion of the commission originated from the sale of this Service Contract. Neither the Selling Company's Administrator, claims service, nor the Selling Company's insurer can be held liable for return of the Selling Company's commission or any part thereof as paid under this Service Contract. In the event the Purchase Price of Your Service Contract is being paid through a Payment Plan (or its equivalent) which is terminated for non-payment, the Term Months and Term Miles Limit of this Service Contract will be modified to reflect the portion of the Service Contract that you have paid for. The modified Term Months and Term Miles Limit of the Service Contract will be calculated on a pro-rata basis by adding the time and mileage that you have paid for to the Service Contract Sale Date and Vehicle Odometer Mileage on the Service Contract Sale Date as listed on the Declarations Page. You may contact the Administrator toll free at 1-888-963-1118 to obtain the modified Term Months and Term Miles Limits.

**CANCELLATION BY THE FINANCE COMPANY:** You hereby authorize the **Finance Company** to cancel this **Contract** on **Your** behalf in the event: (1) **Your Vehicle** is repossessed, (2) **Your Vehicle** is declared a total loss, or (3) **You** default in **Your** obligations to the **Finance Company**. In addition, **You** authorize the **Finance Company** to be listed as a joint payee and to receive any refund in the event this **Contract** is cancelled.

**CANCELLATION BY THE ADMINISTRATOR:** The **Administrator** may cancel this **Contract** for material misrepresentation or substantial breaches of contractual duties, conditions, or warranties, or for non-payment of the **Service Contract** price.

**CANCELLATION BY THE CONTRACT HOLDER:** You may cancel this **Service Contract** at any time by notifying the **Selling Company** or **Administrator** in writing. This notification must include this **Service Contract**. A notarized statement indicating the actual mileage (odometer reading) of **Your Vehicle** on the date of the cancellation request may also be required unless the vehicle is lost, stolen or destroyed.

**CANCELLATION PROVISIONS:** If this **Contract** is cancelled within the first thirty (30) days from the **Contract** sale date and no claims have been filed, then **You** will receive a full refund. If this **Contract** is cancelled after thirty (30) days past the **Contract** sale date or after a claim has been filed, then **You** will receive a refund less any claims paid under this **Contract**. Refunds are determined in accordance with the insurance carrier's method of earning premium in effect at the time of **contract** cancellation date. A cancellation fee of \$75 will be charged for all cancellations made by the **Contract Holder**. In all instances, if there is no **Finance Company**, the refundable amount will be paid to **You**, if there is a **Finance Company**, the refundable amount will be paid to the **Finance Company**.

If your contract included pre-paid maintenance, \$100 of the total cost of the contract is applied to the pre-paid maintenance coverage, and is non-refundable.

**NOTE:** Transferred **Service Contracts** are not eligible for cancellation refunds. This **Contract** is non-renewable.

#### **K. TRANSFER OF VEHICLE OWNERSHIP**

If You sell Your Vehicle or if there is any change in the ownership of Your Vehicle, You may request to transfer the remaining coverage of this Contract to the new owner. This request must be submitted within fifteen (15) days of the change in Vehicle ownership. You must notify the Administrator of the transfer of ownership in writing and must include the following: a transfer fee of \$50, the name and address of the new owner, and the mileage of the Vehicle at the time of transfer. The Administrator has the discretion to approve or reject your request to transfer coverage. Copies of all maintenance records showing oil changes and manufacturer's required maintenance must be given to the new owner. The new owner must retain these records and the Vehicle will still be subject to the maintenance requirements as specified in this Contract and by the Vehicle manufacturer. No handwritten receipts will be accepted.

This Contract may not be transferred more than once, may not be assigned to another vehicle, and may not be transferred to a new or used vehicle dealer or anyone other than an individual purchasing Your Vehicle for personal use. If You sell Your Vehicle, or if there is any change in the ownership of Your Vehicle without notifying the Administrator as outlined in this section, this Contract will terminate.

#### **L. ARBITRATION**

**READ THE FOLLOWING ARBITRATION PROVISION ("PROVISION") CAREFULLY. IT LIMITS CERTAIN OF YOUR RIGHTS, INCLUDING YOUR RIGHT TO OBTAIN RELIEF OR DAMAGES THROUGH COURT ACTION,**

AUTHORIZATION MUST BE OBTAINED FROM THE ADMINISTRATOR BEFORE STARTING ANY TEARDOWN OR REPAIRS. PLEASE CALL 1-888-963-1118 FOR AUTHORIZATION AND INSTRUCTIONS.

## INCLUDING CLASS ACTIONS.

As used in this Provision, “**You**” and “**Your**” mean the person or persons named in this **Service Contract**, and all of his/her heirs, survivors, assigns, and representatives. And “**We**” and “**Us**” shall mean the **Obligor** and **Administrator** identified above, and shall be deemed to include all of the following as intended beneficiaries of this Provision: its or their agents, affiliates, successors, and assigns, and any **Selling Company**, Finance Company, third-party marketer, retailer, or distributor of its products, and all of the dealers, owners, directors, officers, licensees, and employees of any of the foregoing entities. Any of the foregoing who are not parties to this **Service Contract** shall be deemed to be intended third party beneficiaries of this provision and may enforce its terms as if they were an actual party to this **Service Contract**.

**You** and **We** hereby agree that any and all claims, disputes, or controversies of any nature whatsoever (whether in contract, tort, or otherwise; whether pre-existing, present or future claims; and including statutory, consumer protection regulatory, common law, intentional tort, injunctive, and equitable claims) between **You** and one or more of **Us**, including, without limitation, those arising out of or relating to this **Service Contract**, and the marketing, sales, and/or purchase thereof (any such dispute, a “Claim”), shall be resolved exclusively and finally by binding Arbitration before a single arbitrator.

In addition to Claims, the arbitrator will have exclusive authority to resolve any dispute relating to arbitrability and/or enforceability of this Arbitration Provision, including any unconscionability challenge or any other challenge that the Arbitration Provision or the **Service Contract** is void, voidable, or otherwise invalid. The arbitrator is empowered to grant whatever relief would be available in court under law or in equity. Any award of the arbitrator will be final and binding on each of the parties and may be entered as a judgment in any court of competent jurisdiction. All Arbitrations shall be administered by the American Arbitration Association (“AAA”) in accordance with its Expedited Procedures of the Commercial Arbitration Rules of the AAA in effect at the time the Claim is filed.

The terms of this Provision shall control any inconsistency between the AAA’s Rules and this Provision. **You** may obtain a copy of the AAA’s Rules by calling (800) 778-7879. If **you** demand Arbitration first, you will pay any applicable filing fee. Upon written request, **we** will advance to **You** and/or pay any other fees of the AAA and of the arbitrator required under the applicable rules. The arbitrator will decide whether **You** or **We** will be responsible for these fees as part of their final decision and/or award. The arbitrator shall apply relevant substantive law and applicable statute of limitations and shall provide written, reasoned findings of fact and conclusions of law. The Federal Arbitration Act will govern the interpretation and enforcement of this section. If any portion of this Arbitration Provision is deemed invalid or unenforceable, it shall not invalidate the remaining portions of this Arbitration Provision.

Notwithstanding the foregoing, if **your** Claim falls within the jurisdiction of small-claims court, **YOU** may elect to pursue your individual claim in small-claims court rather than Arbitration. The Arbitration or small-claims court proceeding will be limited solely to **your** individual dispute or controversy and will not include any putative class or representative claims.

This Arbitration Provision shall inure to the benefit of and be binding on **You** and **Us**, and this Provision shall continue in full force and effect—and shall survive—subsequent to and notwithstanding any cancellation, rescission, voiding, expiration, or termination of this **Service Contract** at any time. **You** agree that any Arbitration proceeding will only consider **Your** Claims. Claims by, or on behalf of, other individuals will not be arbitrated in any proceeding that is considering **Your** Claims. The arbitral tribunal may not consolidate more than one person’s claims and may not otherwise preside over any form of a representative or class proceeding.

**YOU AND WE UNDERSTAND AND AGREE THAT BECAUSE OF THIS ARBITRATION PROVISION NEITHER YOU NOR WE WILL HAVE THE RIGHT TO GO TO COURT EXCEPT AS PROVIDED ABOVE, OR TO HAVE A JURY TRIAL, OR TO PARTICIPATE AS ANY MEMBER OF A CLASS OF CLAIMANTS PERTAINING TO ANY CLAIM.**

### M. CLASS ACTION

Any Claim must be brought in the parties’ individual capacity, and not as a plaintiff or class member in any purported class, collective, representative, multiple plaintiffs, or similar proceeding (“Class Action”). The parties expressly waive any ability to maintain any Class Action in any forum. An arbitrator shall not have authority to combine or aggregate similar claims or conduct any Class Action nor make an award to any person or entity not a party to the Arbitration. Any claim that all or part of this Class Action Waiver is unenforceable, unconscionable, void, or voidable may be determined only by a court of competent jurisdiction and not by an arbitrator.

AUTHORIZATION MUST BE OBTAINED FROM THE ADMINISTRATOR BEFORE STARTING ANY TEARDOWN OR REPAIRS. PLEASE CALL 1-888-963-1118 FOR AUTHORIZATION AND INSTRUCTIONS.

THE PARTIES UNDERSTAND THAT THEY WOULD HAVE HAD A RIGHT TO LITIGATE THROUGH A COURT, TO HAVE A JUDGE OR JURY DECIDE THEIR CASE AND TO BE PARTY TO A CLASS OR REPRESENTATIVE ACTION, HOWEVER, THEY UNDERSTAND AND CHOOSE TO HAVE ANY CLAIMS DECIDED INDIVIDUALLY THROUGH ARBITRATION.

**N. SUBROGATION**

In the event that coverage is provided under this **Contract**, **We** shall be subrogated to all the rights **You** may have to recover against any person or organization arising out of any safety defect which is the subject of a voluntary or mandatory recall campaign, as well as out of any order, judgment, consent decree, or other settlement, and **You** shall execute and deliver instruments and papers and do whatever is necessary to secure such rights. **You** shall do nothing to prejudice those rights. Further, all amounts recovered by **You** for which **You** have received benefits under this **Contract** shall belong to, and be paid to Us, up to the amount of benefits paid under this **Contract**.

**LIMITED APPLICABILITY OF THE FEDERAL MAGNUSON MOSS WARRANTY ACT:**

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

SAMPLE