
CONTRACT PERIOD

All plans require a mandatory **"WAITING PERIOD"** before Coverage takes effect. The **"WAITING PERIOD"** requires that You wait thirty (30) days from the Contract Purchase Date and one thousand (1,000) miles from the Current Odometer mileage as stated on this Registration page. Thirty (30) days and one thousand (1,000) miles will be added to the term of Your Contract. For Ultimate Coverage, the coverage ends when (1) the term selected expires as measured from the Contract Purchase Date or (2) the mileage on Your Vehicle, as measured from zero (0) miles, reaches the mileage limit for the term selected. For Deluxe and Powertrain coverage, Vehicle Plan expiration is measured in time/mileage from the Contract Purchase Date and Odometer Mileage (at Contract Purchase Date).

CONTRACT

- This agreement (Contract) is between the Contract Holder (named on the Registration page) and the Service Contract Provider as defined under the Definitions section of this Contract. The Seller (issuing party) is not a party to this Contract and has no obligations to You in regard to the benefits provided.
 - This contract is not an insurance contract. Your benefits and Our obligation to perform under this Contract are insured by an insurance policy with American Security Insurance Company, PO Box 50355, Atlanta, Georgia 30302, (866) 306-6694. In Washington the policy of Insurance DCRI-4643-WA-1-1 is issued by American Bankers Insurance Company of Florida. In Colorado the policy of Insurance SFM-1-CO-1-2 is issued by American Security Insurance Company. If the benefits as described are not provided within sixty (60) days after You provide proof of loss covered by this Contract, or if the provider becomes insolvent or otherwise financially impaired, then You may make a direct claim against American Security Insurance Company or as identified by Your state of residence below. **For Connecticut, Florida, Iowa, Missouri, Nebraska, New Hampshire, New York, Oklahoma, South Dakota and Washington residents only:** Our obligations are guaranteed by an insurance policy issued by American Bankers Insurance Company of Florida, 11222 Quail Roost Drive, Miami, FL 33157, 1-866-306-6694. **For Minnesota residents only:** Our obligations are guaranteed by an insurance policy issued by American Reliable Insurance Company, 11222 Quail Roost Drive, Miami, Florida 33157, 1-866-306-6694.
 - The purchase of this Contract is not required in order for You to purchase or obtain financing for this Vehicle and is subject to verification.
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DEFINITIONS

- **Commercial Use Vehicle** means Vehicles used for business, deliveries, construction, or commercial hauling.
- **Consumer, Customer, You and Your (Contract Holder)** means the person who is listed in the "Contract Holder Information" section on the Registration page.
- **Covered Part** means an item listed as a Covered Part, based on the coverage You selected, as defined in the section titled "Covered Parts".
- **Covered Breakdown, Breakdown, or Mechanical Breakdown** means the event caused by the total failure of any Covered Part to work as it was designed to work in normal service, including normal wear and tear.

- **Insurance Policy and Reimbursement Insurance Policy** means a policy of insurance issued to the Service Contract Provider by an insurance company as stated in the "Contract" section above.
 - **Lien Holder, Finance Company, and Funding Company** means the entity that funded this Contract to Us on Your behalf. The same entity retains rights to any refund due until such time You have completed repayment of Your payment plan or installment agreement.
 - **Lubricated Part** means a part that requires lubrication to perform its function.
 - **Motor Vehicle and Vehicle** means the Vehicle identified by the Vehicle Identification Number (VIN) listed on the Registration page of this Contract.
 - **Seller and Issuing Party** means the entity where You purchased Your Contract.
 - **Service Contract and Contract** means this Service Contract for the Vehicle described on the Registration page.
 - **Service Contract Provider, We, Us, and Our (Administrator / Obligor)** means Enterprise Financial Group, Inc. (EFG), [P.O. Box 167667, Irving, TX 75016, 1-844-548-2816. www.efgcompanies.com.
- For Delaware and Washington residents only:** We, Us and Our means Reticulated Administrative Services, Inc. (RAS), P.O. Box 167667, Irving, TX 75016, 1-844-548-2816.
- For Florida residents only:** We, Us and Our means Enterprise Financial Group of Florida, Inc. (EFGF), P.O. Box 167667, Irving, TX 75016, 1-844-548-2816. Florida License #: 60102.
- For Louisiana and South Carolina residents only:** We, Us and Our means EFG Agency, Inc., P.O. Box 167667, Irving, TX 75016, 1-844-548-2816.
- For Texas residents only:** We, Us, and Our (The Service Contract Provider) means Enterprise Financial Group, Inc. (EFG), P.O. Box 167667, Irving, TX 75016, 1-844-548-2816.

OUR OBLIGATIONS

If a Covered Mechanical Breakdown of Your Vehicle occurs during the term of this Contract, We will:

- Pay You or the repairer, for reasonable costs of repair or replacement of the Covered Part(s) and associated labor as required for the completion of the repair or replacement of those parts, which cause the Mechanical Breakdown. Allowed labor times will be verified by nationally-recognized third party sources. Replacement parts, not to exceed manufacturer's suggested retail price, may be of like kind and quality. If remanufactured, aftermarket or used parts are not available, then Administrator will source new parts.
- Reimburse You for a rental car at the rate of up to thirty dollars (\$30) per day and a maximum of one hundred fifty dollars (\$150) (five (5) days) per Mechanical Breakdown. To receive rental benefits, You must supply Us with Your receipt from a licensed rental agency. No deductible will apply to this benefit. Maximum rental days include delays associated with Administrator required inspections or the shipment of parts.

- Reimburse You for lodging and meal expenses actually incurred by You if the covered repairs are completed more than one hundred (100) miles from Your primary residence and You are stranded overnight. The limit on this reimbursement is seventy-five dollars (\$75) per day for up to three (3) days and a maximum of two hundred twenty-five dollars (\$225) per Breakdown.

YOUR OBLIGATIONS

- At the time of purchase of this contract, You must provide verifiable service/purchase receipts which show that an oil change has been performed within three (3) months prior to Contract Purchase Date.
- You must follow the maintenance schedules in accordance with Your Vehicle's manufacturer recommendations. If applicable, replace the engine timing belt at the intervals specified by the Vehicle manufacturer. You must keep and make available verifiable service/ purchase receipts (indicating dates, mileage, and a description of Your Vehicle) which show that this maintenance has been performed within the time and mileage limits required. We will not reimburse for repair costs or expenses if You cannot provide accurate records proving that You have maintained the failed Covered Part.
- You or Your repair facility is required to obtain Our authorization prior to beginning any repair covered by this Contract.
- You are responsible for paying the deductible indicated on the Registration page of this Contract each time You have a Mechanical Breakdown. A one hundred dollar (\$100) deductible per repair visit will apply unless the fifty dollar (\$50) deductible option box has been marked and paid on the Registration page.
- You are responsible for authorizing any tear-down or diagnosis time needed to determine if Your Vehicle has a Covered Breakdown. If it is subsequently determined that the repair is needed due to a Covered Breakdown, We will pay for appropriate diagnosis time (as determined by nationally recognized labor time guides). If the failure is not a Covered Mechanical Breakdown, then You are responsible for this charge.

OTHER IMPORTANT CONTRACT PROVISIONS

The aggregate total of Our liability for all benefits paid or payable during the term of this Contract shall not exceed the actual cash value of Your Vehicle at time of Contract purchase. Our limit of liability for any one (1) claim or Breakdown related in time or cause shall not exceed the actual cash value of Your Vehicle according to current National Automobile Dealers Association (NADA) standards at time of claim. Our limit of liability for any one (1) claim within the first 180 days after the waiting period shall not exceed whichever is lower; \$1500 or the actual cash value of the vehicle, according to NADA, at the time of repair.

In return for Your payment for this Contract and subject to its terms, You will be provided with the protection described herein. After You receive any benefits under this Contract, We are entitled to all of Your rights of recovery against any manufacturer, repairer or other party who may be responsible to You for the costs covered by this Contract or for any other payment made by Us. If We ask, You agree to help Us enforce these rights unless transferred as provided in the transfer section of this Contract. You also agree to

cooperate and help us in any other matter concerning this Contract.

This Contract will terminate when You sell Your Vehicle unless transferred as provided in the Transfer Section or when this Contract is cancelled as outlined in the Cancellation Section.

ARBITRATION. THE PARTIES TO THIS AGREEMENT ACKNOWLEDGE AND AGREE THAT THEY MAY HAVE HAD THE RIGHT TO LITIGATE DISPUTES ARISING OUT OF OR RELATING TO THIS AGREEMENT BEFORE A JUDGE AND JURY BUT HAVE WAIVED ANY SUCH RIGHTS IN FAVOR OF RESOLVING SUCH DISPUTES UNDER THE MEDIATION AND ARBITRATION PROVISIONS HEREIN.

Should any controversy or claim arising out of or relating to this contract, or the breach thereof, the parties agree to first mediate the dispute amongst themselves in good faith prior to demanding arbitration or taking any further legal action. To initiate mediation, either party must provide notice, in writing, to the other party, of the request to mediate. The parties agree to mediate the matter amongst themselves by telephone conference within thirty (30) days of receipt of such notice.

If the dispute is not resolved by mediation, the parties agree that any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association ("AAA") in accordance with its Commercial Arbitration Rules, its Expedited Procedures, and its Supplementary Procedures for Consumer-Related Disputes, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The parties agree that a panel of one (1) arbitrator will be selected from a field of arbitrators provided by the AAA.

The filing party (the "claimant") must notify the other party (the "respondent"), in writing, that it wishes to arbitrate a dispute. The demand should briefly explain the dispute, list the names and addresses of the consumer and the business, specify the amount of money involved, and state what the claimant wants. The claimant must also send two copies of the demand to the AAA at the time it sends the demand to the respondent. When sending a demand to the AAA, the claimant must attach a copy of the arbitration agreement from the consumer contract with the business. The claimant must also send the appropriate administrative fees and deposits. After the claimant pays the appropriate administrative fees and deposits associated with filing the demand, EFG shall pay the remainder of the fees and costs of the arbitration to the AAA on behalf of both parties. Nothing in this provision limits the arbitrator's power to award the arbitration fees and costs to either party as part of the award.

THE PARTIES EXPRESSLY WAIVE THEIR RIGHTS TO HAVE A COURT ADJUDICATE DISPUTES ARISING OUT OF OR RELATED TO THIS AGREEMENT INCLUDING, WITHOUT LIMITATION, IN SMALL CLAIMS COURT OR JUSTICE COURT, EXCEPT FOR THE SOLE PURPOSE OF CONFIRMING AND ENFORCING AN ARBITRATION AWARD OR ENFORCING THIS PROVISION. THE PARTIES EXPRESSLY WAIVE THEIR RIGHTS TO JURY TRIAL OF ANY DISPUTE ARISING OUT OF OR RELATED TO THIS AGREEMENT. SHOULD EITHER PARTY BREACH THE ABOVE PROVISIONS BY FILING SUIT IN A COURT OF LAW, THAT PARTY SHALL BE RESPONSIBLE FOR THE COSTS AND FEES INCURRED TO ENFORCE THE MEDIATION AND ARBITRATION PROVISIONS. IF ANY PORTION OF THE MEDIATION AND ARBITRATION PROVISIONS ARE HELD ILLEGAL OR

UNENFORCEABLE IN A JUDICIAL PROCEEDING, SUCH PORTION OF THE MEDIATION AND ARBITRATION PROVISIONS SHALL BE SEVERED AND SHALL BE INOPERATIVE, AND THE REMAINDER OF THE MEDIATION AND ARBITRATION PROVISIONS SHALL REMAIN OPERATIVE AND BINDING ON THE PARTIES.

GOVERNING LAW. THE PARTIES AGREE THAT THIS CONTRACT, INCLUDING THE MEDIATION AND ARBITRATION PROVISIONS, SHALL BE GOVERNED BY THE LAWS OF THE STATE OF TEXAS WITHOUT REGARD TO CONFLICTS OF LAWS. BOTH PARTIES, JOINTLY AND SEPARATELY, UNDERSTAND THAT SOME OR ALL OF THE TERMS OF THIS CONTRACT SHALL BE PERFORMED IN THE STATE OF TEXAS AND HEREBY IRREVOCABLY CONSENT TO PERSONAL JURISDICTION IN THE STATE OF TEXAS FOR THE PURPOSE OF GOVERNING, CONSTRUING, AND RESOLVING DISPUTES CONCERNING THIS CONTRACT. FURTHER, THE PARTIES AGREE THAT THE PROPER VENUE FOR THE RESOLUTION OF ANY DISPUTE OVER THIS CONTRACT SHALL BE DALLAS COUNTY, TEXAS.

Severability. If any provision of this Contract is held illegal or unenforceable in a judicial proceeding, such provision shall be severed and shall be inoperative, and the remainder of this Contract shall remain operative and binding on the Parties.

**FOR A MECHANICAL BREAKDOWN OR MAINTENANCE ITEM, YOU MUST
CALL 1-844-548-2816**

If You have a Mechanical Breakdown or Maintenance Item, You must follow this procedure:

- (1) Use all reasonable means to protect Your Vehicle from further damage. This may require You to stop Your Vehicle and call for roadside assistance to have the Vehicle towed. Any operation of the Vehicle that results in further damage related to the original Mechanical Breakdown or Failure shall be considered negligence on Your part and any such further damage shall not be covered under this Contract.
- (2) For your convenience, you can click on the QR code below or visit StartYourRepair.com to find a repair facility near you that is vetted for quality, customer experience, and reasonable rates. Once you choose your repair facility, you can book an appointment online in three easy steps. Or, you can take Your Vehicle to any licensed repair facility of Your choice and have the repair facility contact Us at 1-844-548-2816 for instructions before ANY repairs are made.



- (3) The Administrator reserves the right to inspect Your Vehicle prior to issuing any authorization to the Repair Facility. In the event that the Administrator determines the Repair Facility is unable to perform a proper diagnosis or repair Your Vehicle, or there is a dispute between the Administrator and the Repair Facility, the Administrator reserves the right to move Your Vehicle to a repair facility of the Administrator's choice.
- (4) Prior to proceeding with repairs or Maintenance Items, ensure the Repair Facility has been provided an authorization number for the covered repairs by the Administrator. Repairs performed without prior approval will not be honored (except for Emergency Repairs as described within).
- (5) If You paid for maintenance items at the Repair Facility, secure a "paid" invoice with pre-printed facility information and mail invoice, and copy of Your Registration page within thirty (30) days of service to: Enterprise Financial Group, Inc. (EFG), P.O. Box 167667, Irving, TX 75016, Attention Accounting
- (6) Furnish Us or the repair facility with such reasonable information that We may require. This includes receipts for car rental charges, lodging, meals, and signed service receipts (indicating dates, mileage, and a description of Your Vehicle) as required by this Contract.
- (7) For simple repairs needed when the Administrator or Service Contract Provider is not available for prior authorization, please use the following procedure:

Emergency Repairs:

Refer to Your Contract to determine if the Breakdown is due to the failure of a Covered Part and there are no listed exclusions or wait period in effect that apply. For a simple repair (the total cost of the repair and/or replacement must not exceed three hundred and fifty dollars (\$350), that is determined to be a Covered Part, authorize the repair facility to perform the repair, and call the Administrator or Service Contract Provider for instructions within five (5) business days, during normal business hours (Monday - Friday: 7 a.m. - 7 p.m. CT, Saturday 8 a.m. - 2 p.m. CT). On major repairs (any repair where the total cost of repair and/or replacement exceeds three hundred and fifty dollars (\$350), determine the failure and repair costs and then contact the Administrator or Service Contract Provider on the next normal business day for an authorization before repairs are performed. (Utah Residents see "Special State Requirements and Disclosures" for additional clarifying language)

COVERED PARTS

The following is a list of Covered Parts as determined by the coverage You selected, as indicated on Your Service Contract. For convenience, Covered Parts are listed next to the vehicle systems to which they are related. The vehicle systems listed are NOT Covered Parts.

ULTIMATE COVERAGE

Repairs on all assemblies and parts are Covered on Your Vehicle; including eligible Electric Vehicles (EV) and Hybrid Vehicles with the exception of the following list of WHAT IS NOT COVERED, and the items listed under the Exclusions section:

Paint, carpet, bright metal, trim, sheet metal, bumpers, body panels, glass, physical damage, molding, upholstery, lenses, sealed beams, light bulbs, head lamps, tail lamps, high mount stop lamps, L.E.D. light assemblies, fuses, circuit breakers, remote control consoles, radar detection devices, weather-strips, all exhaust components, the following emission components: purge valve/ solenoids, vacuum canister, vapor return canister, vapor return lines/valves, air pump/lines/valves, emission vapor sensors; gas cap/ filler neck, catalytic converter, battery, battery cables/harness, spark plugs, spark plug wires, fan belts, accessory drive belts, flexible hoses, distributor cap and rotor, shock absorbers, manual/hydraulic clutch assembly, friction clutch disc and pressure plate, weather strips, trim, outside ornamentation, frame and structural body parts, vinyl and convertible tops, canvas top, any convertible top assemblies, fabric top, fiberglass top, hardware or linkages, tires, wheel/rims, wheel balances, safety restraint systems (including air bags), air and water leaks, wind noise, squeaks, rattles, all maintenance services including alignments, brake pads and shoes, brake rotors and drums, tune ups, coolants, lubricants; and hazardous waste fees.

DELUXE COVERAGE

DELUXE PROTECTION is limited to the parts listed below:

ENGINE: Cylinder block and cylinder heads and all internally Lubricated Parts; harmonic balancer and bolt; timing cover; idler pulley; intake manifold; exhaust manifold; valve covers; oil pan; engine mounts; belt tensioners; cam gear bolt; and timing gear, chain and belt; head bolts. Engine block and cylinder heads are only Covered when damaged by a Covered internally Lubricated Part.

TURBOCHARGER/SUPERCHARGER (Factory Installed Only): Turbocharger/Supercharger housing; turbo boost valve; turbo waste gate; actuator bearing; bushing and all other internal parts. Turbocharger/Supercharger housing are only covered if damaged by a covered internally lubricated part.

TRANSMISSION: Transmission case and all internally Lubricated Parts; torque converter; flywheel/flex plate; transmission mounts; transmission cooler; transmission oil pan; transmission control module (TCM) and vacuum modulator. Transmission case is only covered when damaged by a Covered internally Lubricated Part.

TRANSFER CASE: Transfer case and all internally Lubricated Parts. 4x4 Actuator; Transfer case is only Covered when damaged by Covered internally Lubricated Parts.

DRIVE AXLE(S): Drive axle housing and all internally Lubricated Parts. Drive axle housing is only covered if damaged by a Covered internally Lubricated Part. Drive shafts; universal joints; locking 4X4 hubs; center support/carrier bearings; differential cover and constant velocity joints unless failure was caused by neglected, torn, cracked, or perforated constant velocity joint boot. Constant velocity joint boots are not Covered.

AC / HEATING: (Includes only factory or dealer installed equipment); condenser; condenser fan; condenser fan motor; compressor; compressor clutch; compressor drive motor; evaporator; compressor pulley; accumulator; drier; expansion valve; idler pulley; driver operated A/C controls; electronic A/C control module; heater core; blower motor; orifice tube; high/low cut off switch; and pressure cycling switch.

COOLING: Water pump and housing; radiator; cooling fan; cooling fan motor; fan clutch; and coolant recovery tank.

FUEL SYSTEM: Fuel delivery pump; fuel injection pump; fuel injectors; fuel tank; metal fuel lines; fuel pressure regulator; fuel sending unit; fuel gauge; idle air control (IAC) valve and motor; engine control module (ECM); and fuel injection sensors.

BRAKE: Master cylinder; power brake cylinder; vacuum assist booster; calipers; wheel cylinders; compensating valve; anti-lock brake system (ABS); modulating valve; crash avoidance system; hydraulic lines and fittings; and parking brake actuator.

ELECTRICAL: Alternator; ignition coil; horns; distributor (does not include cap & rotor); starter motor; starter solenoid; starter drive; cruise control systems; adaptive cruise control systems; Ignition lock cylinder; windshield wiper motors; windshield wiper linkage; windshield washer pump; power seat motor; power window motors; regulators; power door locks and actuators; power antenna motor; power trunk release; wiring harness; and driver information gauges (excludes burned out light bulbs); brake light switch; all manually operated switches.

SUSPENSION: Upper and lower control arm shafts, bearings and bushings; electronic stability control system; traction control system; wheel bearings; spindles; ball joints; king pins and bushings; radius arm and bushings; stabilizer bar; arm; links and bushings; torsion bars; coil springs; leaf springs; suspension level control compressor; and wheel hub assembly.

STEERING: Steering gear box/rack and all internally Lubricated Parts; power steering pump; electric steering motor; tire pressure monitoring system; pitman arm; idler arm; tie rod ends; drag link; and steering column shaft and column couplings.

COMFORT PACKAGE (manufacturer installed only): keyless entry system; push button starting system; manufacturer installed communication systems; GPS; factory installed navigation system; and entertainment systems including factory installed DVD and MP3 players; night vision systems and displays and lane departure warning systems.

ELECTRIC VEHICLE (EV) AND HYBRID VEHICLES: If Your Vehicle is an EV or Hybrid Vehicle, the following list of additional Covered Parts are also included in this Coverage: control systems; cooling systems; motor/generator/traction motor and all internally Lubricated Parts; on board charger; on board charger connector; on board trickle charger cable; power invertors and regenerative braking systems components.

SEALS and GASKETS: Leaking seals and gaskets on any Covered Part listed above. Minor loss of fluid or seepage is considered normal and is not considered a Mechanical Breakdown.

POWERTRAIN CHOICE COVERAGE

The following parts are covered if the CHOICE coverage is selected in the “Coverage Options” section of the Registration Page.

ENGINE: Cylinder block and cylinder heads and all internally Lubricated Parts; harmonic balancer; timing gear, chain and belt. Engine block and cylinder heads are only Covered when damaged by a Covered internally Lubricated Part.

TURBOCHARGER/SUPERCHARGER (Factory Installed Only): Turbocharger/Supercharger housing; turbo boost valve; turbo waste gate, actuator bearing, bushing and all other internal parts. Turbocharger/Supercharger housing are only covered if damaged by a covered internally lubricated part.

TRANSMISSION: Transmission case and all internally Lubricated Parts; torque converter; flywheel/flex plate; and vacuum modulator. Transmission case is only covered when damaged by a Covered internally Lubricated Part.

TRANSFER CASE: Transfer case and all internally Lubricated Parts. Transfer case is only Covered when damaged by Covered internally Lubricated Parts.

DRIVE AXLE(S): Drive axle housing and all internally Lubricated Parts. Drive shafts; universal joints; locking 4X4 hubs; constant velocity joints unless failure was caused by neglected, torn, cracked, or perforated constant velocity joint boot. Constant velocity joint boots are not Covered under any circumstances. Drive axle housing is only covered if damaged by a Covered internally Lubricated Part.

AC / HEATING (Includes only factory or dealer installed equipment): compressor; compressor clutch and coil; condenser; condenser fan; condenser fan motor; evaporator; accumulator; drier; expansion valve; blower motor; orifice tube; high/low cut off switch; and pressure cycling switch.

COOLING SYSTEM: water pump; radiator; coolant recovery tank; cooling fan; cooling fan motor; cooling fan clutch.

FUEL SYSTEM: Fuel delivery pump; fuel injection pump; metal fuel lines; fuel pressure regulator; fuel sending unit; fuel gauge.

ELECTRICAL: Alternator; starter motor; starter solenoid; starter drive; windshield wiper motors; windshield washer pump; power window motors; window regulators; power door locks and actuators; power antenna motor; power window switch; power lock switch; turn signal switch; windshield wiper switch; windshield washer switch; brake light switch; power trunk release switch.

SEALS and GASKETS: Seals and gaskets are covered only as part of repair or replacement of the above covered parts. Leaking seals and gaskets are not covered parts.

MAINTENANCE PLAN

If the Maintenance Plan Surcharge box was selected on the Registration page of this Contract, the following items are covered for the dollar amount and frequency amount as stated:

BRAKE PAD COVERAGE: Covers the replacement of one (1) set of brake pads up to \$115.

BATTERY COVERAGE: Covers the replacement of one (1) battery up to \$120.

OIL CHANGE SERVICE: Covers two (2) engine oil and oil filter services up to \$40 per service.

ENGINE DIAGNOSTICS COVERAGE: Covers one (1) computer engine diagnostics check, up to \$60.

FLUID COVERAGE: Covers one (1) service of cooling system drain/refill, pressure check, inspection of hoses, belts and clamps, up to \$60.

EXCLUSIONS - What this Vehicle Service Contract Does Not Cover

All parts not specifically listed under Covered Parts are not covered under this Contract. Normal maintenance items beyond those that are covered in section Maintenance Plan/repairs such as engine tune-ups and wheel or suspension alignments are not covered. Adjustments/Alignments to Covered Parts are not covered. In addition, this Contract provides no benefits or coverage and We have no obligation under this Contract for:

- Repairs and/or replacements of covered components that were performed without prior authorization from the Administrator, except for Emergency repairs completed within the provisions listed as stated in this Agreement.
- A Breakdown that is reasonably determined to have existed prior to the Contract purchase date or the date Coverage takes effect.
- A Breakdown if the information provided by You, or the Repair Facility, cannot be verified as accurate or is found to be deceptively inaccurate.
- A Breakdown caused by lack of customary, proper, or manufacturer's specified maintenance.
- A Breakdown caused by contamination of or lack of proper fuels, fluids, coolants or lubricants, including a Breakdown caused by failure to replace seals and gaskets in a timely manner.
- A Breakdown caused by or for damages resulting from overheating regardless of cause.
- Repair or replacement of any parts not necessary to the completion of the repairs for a Covered Breakdown.
- A Breakdown of a Covered Part damaged by a non-Covered Part, or of a non-Covered Part damaged by a Covered Part.
- In the event a non-Covered Part is required to be replaced due to the replacement of a Covered Part that has failed, and the non-Covered Part has not failed, the non-Covered Part is not covered under this Contract.

- A Breakdown resulting from engine sludge, carbon, pre-ignition, detonation, varnish, rust or corrosion (This provision does not apply for residents of Minnesota), foreign objects, dirt, dust, liquid, cracked rubber/neoprene parts, dry rot, road chemicals, abuse or alteration.
- Any adjustments, repositioning, refitting, realigning, and/or cleaning, including but not limited to repairs necessary to correct: trim fit, squeaks, rattles, idle, water leaks or wind noise.
- A Breakdown caused by towing a trailer, another vehicle or any other object unless Your Vehicle is equipped for this use as recommended by the manufacturer.
- A gradual loss of performance which has resulted from normal operation and use (due to mileage and/or age) such as, but not limited to: valve guides, valves, piston rings, transmission clutch pack, discs and bands, unless worn beyond manufacturer tolerances. Fastening hardware (external nuts, bolts, springs, brackets etc.), exhaust system, injector cleaning, shop supplies, waste or disposal fees, any other miscellaneous shop charges.
- Modified vehicles are not eligible for coverage unless the modification(s) were recommended and approved by the manufacturer (Georgia and Nevada residents see Special State Requirements).
- A Breakdown caused by off-roading, misuse, abuse, racing or any form of competition.
- Certain vehicles outlined on the Administrator's or Service Contract Provider's guidelines with the Seller are ineligible. This includes, but is not limited to: exotic vehicles, grey market vehicles, incomplete chassis, salvage or branded title vehicles, total loss vehicles, police, postal, taxi, and emergency vehicles, rental vehicles, tow vehicles, vehicles equipped with a snow plow, lifted vehicles, vehicles equipped with a flat bed, and vehicles greater than 1 ton. Salvage, Branded or Total Loss Vehicles as defined herein. Any Vehicle that has ever been issued a "salvage" or "branded" title or similar title under any state's law; or has ever been declared a "total loss" or equivalent by any insurer or financial institution, such as a payment for a claim in lieu of repairs because the cost of repairs exceeded the cash value of the Vehicle is specifically excluded from coverage under this Contract.
- Vehicles used for business, deliveries, construction, or commercial hauling (unless the Commercial Use Vehicle box has been marked and paid on the Registration Page).
- A Breakdown caused by collision, fire, theft, freezing, vandalism, riot, explosion, lightning, earthquake, windstorm, hail, water, flood, other acts of nature, or acts of the public enemy or any government authority, or for any hazard insurable under standard physical damage insurance policies.
- Loss of use, loss of time, lost profits or savings, inconvenience, commercial loss, storage charges, freight or other incidental or consequential damages or loss that results from a Breakdown.
- Any liability, cost or damages You incur or may incur to any third parties other than for Administrator or Service Contract Provider approved repair or replacement of Covered Parts which caused a Mechanical Breakdown.

- Any liability for damage to property, or for injury to or death of any person arising out of the operation, maintenance or use of Your Vehicle whether or not related to a Breakdown.
- Any cost covered by a repairer's or supplier's guarantee, or any cost which would be covered by a manufacturer's warranty, or that the manufacturer has announced its responsibility through any means including public recalls or factory service bulletins, whether or not the manufacturer remains a viable entity.
- Any part not covered by, or excluded by the original Vehicle manufacturer's warranty, whether or not the manufacturer remains a viable entity.
- A Breakdown not occurring in the United States or Canada.
- Any mechanical problems that existed prior to, or at the time of the purchase of this Contract, whether or not the failure would be otherwise covered by the Contract. (This does not apply for residents of Arizona and Georgia. See the "Special State Requirements and Disclosures" section.)

ROADSIDE COVERAGE

You will be protected by ROADSIDE ASSISTANCE for the full term of this Contract. Roadside benefits include: towing, flat tire changes (using Your inflated spare), jump starts, vehicle fluid delivery, lockout assistance, and Concierge Services (as defined in this contract). You are responsible for the cost of any vehicle fluids and key cutting/replacement. The maximum benefit is one hundred dollars (\$100) per incident. Roadside services administered by Driver's Advantage Road Club at 122 W. John Carpenter Fwy. Ste 600 Irving, Texas 75039. **For any Roadside Service You MUST call [1-866-245-3784] (toll-free)** if Your covered Vehicle is in need of a NON-ACCIDENT RELATED Emergency Roadside Service where failure is due to a defect in material or workmanship. Benefits are available 24 hours a day, 365 days a year and are provided on a "Sign & Drive" basis.

ROAD HAZARD COVERAGE APPLIES FOR ULTIMATE AND DELUXE COVERAGE ONLY (TIRE ONLY)-If You have a Road Hazard, You Must Call 1-844-548-2816

If you have a Road Hazard as defined below, You will be reimbursed the cost to repair or, if non-repairable, the cost to replace a damaged tire(s) on Your Vehicle if damage is caused by a Road Hazard on a public roadway. Road Hazard is defined as objects and road conditions such as potholes, rocks, wood debris metal parts, plastic or composite scraps or any item causing tire damage other than wear and tear and those conditions excluded below. Prior-notification of repair is required; You must call 1-844-548-2816 for a tracking number prior to any tire(s) repair or replacement.

For Tire Repair, You will be reimbursed up to twenty dollars (\$20) per occurrence for the full charges incurred for the repair.

For Tire Replacement, You will be reimbursed for a replacement tire(s) should the tire(s) become non-repairable due to impact breaks snags, punctures or other road hazards. You must have more than 3/32" tread depth remaining to be eligible for reimbursement. You will be reimbursed for up to one hundred dollars (\$100) for each tire replacement per occurrence, up to a maximum aggregate per Contract term of four hundred dollars (\$400).

Non-covered expenses include:

- Tires that have 3/32" or less tread depth remaining.
- Repair or replacement covered by the manufacturer or other warranty or customer's primary insurance coverage.
- Replacement exceeding the manufacturer's vehicle specification, or when the manufacturer, by public announcement or recall, established its responsibilities to replacement for any manufacturer's defect.
- Damage caused by negligence, abuse, misuse, collision, manufacturer's defects, curb impact, valve or rim leaks, improper installation, dry rot in either sidewall or tread, tire chains, racing or off-road use, vandalism, malicious mischief, chain damage, fire or theft.
- Failure occurring from operating on any surface other than federal, state, county, city or municipality paved roads or highways.
- Vehicles used for shuttle, towing/wrecker service, dumping, lifting or hoisting, or off-road activity.
- Vehicles used for racing, rentals, dealer loaners, limousine, taxi, police car or other emergency vehicle.
- Vehicles registered and/or otherwise normally operated outside the continental United States of America, Alaska, Hawaii and Canada.
- Tire(s) and/or wheels that do not meet the manufacturers recommendations specific to Your Vehicle.
- Misuse occasioned from driving on tire(s) that are over inflated, under inflated or flat.
- Replacement of tire(s) without prior notification.

Prior notification is required before any tire repair or tire replacement can be made. For Tire coverage, YOU must call 1-844-548- 2816 for a Tracking number. Within thirty (30) days of the covered incident, the following documentation must be mailed to the address listed below:

- A) Copy of this Service Contract
- B) Copy of tire repair invoice (if applicable)
- C) Copy of the tire replacement invoice including:
 - 1) tread depth of the damaged tire
 - 2) detailed description and cause of tire damage
 - 3) any other information reasonably requested

Required documents must be mailed to: P.O.Box 167667, Irving, TX 75016. The Administrator reserves the right to inspect all damaged tires.

HOW THIS CONTRACT MAY BE TRANSFERRED

This Contract is subject to transfer, reassignment or sale. It is Your responsibility to notify Us in the event this Contract has been transferred to a subsequent owner stating the name, address and telephone number of the purchaser.

This provision is only available if You are the original Contract purchaser. Your rights and duties under this Contract may only be assigned if You sell Your Vehicle directly to another individual (excluding dealer trade-ins) and We receive Your written notification, as noted above, within thirty (30) days from the date of sale to the subsequent owner and upon payment to Us of a twenty-five dollar (\$25) transfer fee, unless contrary to state law, insurance subrogation is waived by all parties (For Florida residents only, the transfer fee is forty dollars (\$40)). Contracts purchased on a payment plan must be paid in full or payment obligations assigned to new Vehicle owner prior to transfer. Confirmation of the transfer acceptance by Us is required before coverage for the new owner is effective.

The coverage provided by this Contract cannot be renewed. This Contract is only transferable once by the first retail purchaser to the subsequent owner identified on the transfer form and therefore is not transferable to any additional owners.

HOW THIS CONTRACT MAY BE CANCELLED INCLUDING REFUNDS AND CHARGES

The cancellation refund amount will be calculated in accordance with the provisions stated in this Contract. Please review STATE REQUIREMENTS AND DISCLOSURES as a cancellation addendum may be provided. An addendum is not provided for all states.

We reserve the right to cancel this Contract and will not pay for a Mechanical Breakdown or maintenance as identified under the Maintenance Plan of this agreement if:

- There is a material misrepresentation or fraud by You at the time of sale of this Contract.
- Your odometer fails, or for any reason does not record the actual mileage of Your Vehicle after purchase date and You do not have it fixed and the mileage certified within thirty (30) days of the failure date. (This provision does not apply to Nevada or Utah residents. See Your state specific cancellation language.)
- Your Vehicle meets any of the conditions listed in the "Exclusions" section as outlined above. (This provision does not apply to Nevada residents. See Nevada specific cancellation language.)

Failure to make monthly payments in a timely manner may result in cancellation of this Contract and no refund will be due. If this Contract was financed or purchased on a payment plan (by a funding company) the Finance Company or Funding Company shall be entitled to any refunds resulting from cancellation of this Contract for repossession of Your Vehicle, total loss of Your Vehicle or failure to make monthly payments in a timely manner, or early cancellation prior to balance being paid in full.

You may cancel this Contract by providing written notice of Your intention to cancel, addressed to either the Seller or Us. The Seller is required to facilitate any refund due You. If You contact either the Seller or Us and provide written notice of cancellation within the first thirty (30) days after the Purchase Date, You are entitled to a full refund if You have not filed a claim against the Contract. If You contact the Seller or Us and provide written notice of cancellation more than thirty (30) days after the Purchase Date, We will keep a prorated amount of the Contract price based on the greater of days in force or miles driven compared to the total time and mileage of Your contract term, less claims paid, plus a cancellation fee, if applicable. Any refund shall be paid to the Finance Company on Your behalf, and the refund may be deducted from Your balance owed.

Should You have any issues with receiving a prompt refund of any amount due or any request to provide any additional verification, please contact Us to expedite and ensure a prompt refund, if due, is provided

CANCELLATION FEE: The cancellation fee is fifty dollars (\$50). If You are a resident of Alabama and Nevada, the cancellation fee is twenty-five dollars (\$25). If You are a resident of Florida, the cancellation fee is forty dollars (\$40). If You are a resident of Arkansas, Idaho, Illinois, Louisiana, Missouri, Oklahoma or Texas the cancellation fee is fifty dollars (\$50). There are no cancellation fees for residents of District of Columbia and New Hampshire.

EFG COMPANIES PRIVACY POLICY

To review the General Privacy Policy of EFG Companies please visit Our website at <http://www.efgcompanies.com/privacy> or contact Us at 1-800-527-1984.

SPECIAL STATE REQUIREMENTS AND DISCLOSURES

ALABAMA

CANCELLATION: If the Contract is canceled within the applicable time period for a full refund and no claims have been paid, a penalty of ten percent (10%) per month shall be added to any refund not paid to You within forty-five (45) days. If We cancel this Contract, We will mail a written notice stating the effective date of and reason for cancellation to Your last known address at least five days prior to cancellation, unless the reason for cancellation is nonpayment or a material misrepresentation. The cancellation fee is \$25. This Vehicle Service Contract will be governed under the laws of the State of Alabama. Claims paid will not be deducted from Your cancellation refund amount.

OTHER IMPORTANT CONTRACT PROVISIONS: The arbitration shall be held in the county in which the contract holder lives and in the state of Alabama.

ARIZONA

CANCELLATION: This Contract cannot be canceled or voided by EFG or its representatives for the following reasons including, but not limited to: (1) pre-existing conditions known by EFG or the Vehicle Seller at the time the Contract was purchased; (2) prior use or unlawful acts relating to the product; (3) misrepresentation by either EFG and/or Seller; (4) ineligibility for the program, including grey market Vehicles; (5) acts or omission of the Motor Vehicle dealer, its assignees or subcontractors; and (6) failure of the Motor Vehicle dealer, its assignees or subcontractors to provide correct information or their failure to perform the services or repairs promised in a timely, competent, and workmanlike manner. We will not exclude pre-existing conditions if those conditions were known or should have been known by the service company or the person selling the service contract on the service contract's behalf. For a cancellation after the first thirty (30) days from the date of purchase or after a claim has been made, the refund shall be a pro rata amount of the Purchase Price based on the greater of days in force or miles driven compared to the total time and mileage of Your Contract term, after the cost of claims paid, if any, and an administrative fee of the lesser of \$50 or 10% of the gross amount paid by You have been deducted. No administrative fee will be deducted if the Contract is cancelled by us.

ARBITRATION: Arbitration cannot be an absolute dispute remedy and both parties must agree to arbitration. This arbitration provision does not prohibit an Arizona resident from following the process to resolve complaints under the provisions of A.R.S. §20-1095.09, Unfair trade Practices as outlined by the Arizona Department of Insurance and Financial Institutions. To learn more about this process, You may contact the Arizona Department of Insurance and Financial Institutions at 100 N. 15th Ave., Suite 261, Phoenix, AZ 85007- 2630, Attn: Consumer Protection. You may directly file any complaint with the A.D.I.F.I. against a Service Company issuing an approved Service Contract under the provisions of A.R.S. §§ 20-1095.04 and/or 20- 1095.09 by contacting the Consumer Protection Division of the A.D.I.F.I. at 602-364-2499.

ARKANSAS

CANCELLATION: Claims paid will not be deducted from Your cancellation refund amount.

CONNECTICUT

CANCELLATION: You have the right to cancel this Service Contract if Your Vehicle is returned, sold, lost, destroyed, or stolen.

ADDITIONAL DISCLOSURE: In-home service is not provided. If the Service Contract is less than one year, the coverage will be automatically extended while the product is being repaired when the Service Contract expires. Under Regulations of Connecticut State Agencies §42-260-3. We are required to make all reasonable efforts with You to resolve disputes regarding this Agreement. If EFG and You cannot reach an agreement, You may file a written complaint with the State of Connecticut Insurance Department, P.O. Box 816, Hartford, CT 06142-0816, Attn: Consumer Affairs.

DISTRICT OF COLUMBIA

CANCELLATION: If We cancel this Contract after the first sixty (60) days, We will mail to You written notice of cancellation at least thirty

(30) days before the cancellation date.

FLORIDA

CANCELLATION: If this Contract is cancelled by Us, the return of premium must not be less than one hundred percent (100%) of the paid unearned pro-rata premium. The lien holder will be named on the refund check when financing has been provided for the Service Contract premium. You may cancel this Contract by surrendering a copy of this Contract with written notice to Us. In the event this Contract is canceled by You during the first sixty (60) days from the Effective Date, the entire premium will be refunded and less an acquisition charge up to five percent (5%) of the gross premium paid. If cancellation is requested after the first sixty (60) days, refund will be based upon the lesser of months or mileage remaining, relative to the original agreement, and calculated on a pro rata basis. Return of premium will not be less than ninety percent (90%) of the paid unearned pro rata premium.

ADDITIONAL DISCLOSURE: The rate charged for the service agreement is not subject to regulation by the Florida Office of Insurance Regulation.

GEORGIA

CANCELLATION: The waiting period will not exceed 30 days and 1000 miles which will be added to the term of the Contract. We may only cancel this Contract for fraud or material misrepresentation or for non-payment, if cancelled by Us then a 30-day written notice of cancellation will be mailed out. The Lien Holder may only cancel Your Contract for repossession of Your Vehicle or if there is a total loss of Your Vehicle. You may cancel this coverage. Please refer to HOW THIS CONTRACT MAY BE CANCELED INCLUDING REFUNDS AND CHARGES. Claims paid will not be deducted from Your cancellation refund amount. The cancellation fee shall not exceed the lesser of \$50.00 or 10% of the pro-rata unearned Contract Price of the Service Contract. If You cancel the contract within 30 days of the contract purchase date and no claims have been filed, a 10% penalty per month shall be added to a refund that is not paid or credited within 45 days after we receive the cancellation request. If the Contract is cancelled by US, the refund will be issued on a pro-rata basis with a fee not to exceed 10% of the pro-rata refund amount. **ARBITRATION:** The arbitration section of this Contract does not apply to Georgia residents.

ADDITIONAL DISCLOSURES: The "Exclusions & Limitations" section is modified to the following: A Breakdown caused by or involving modifications to Your Vehicle made by You or with Your knowledge that are not performed or recommended by the manufacturer. Exclusion #20 is modified to read: any pre-existing condition known to You. The term "sludge" is replaced with "gelled or solidified motor oil". Exclusion #3 is modified to read: A Breakdown if the information provided by You cannot be verified as accurate or is found to be deceptively inaccurate. This Vehicle Service Contract will be governed under the laws of the State of Georgia.

IDAHO

CANCELLATION: Claims paid will not be deducted from Your cancellation refund amount.

ADDITIONAL DISCLOSURES: Coverage afforded under this Vehicle Service Contract is not guaranteed by the Idaho Insurance Guarantee Association.

ILLINOIS

If You elect to cancel this Contract, the Service Contract Provider may retain a cancellation fee not to exceed the lesser of 10% of the Service Contract Price or fifty dollars (\$50). No claims paid will be deducted from your refund if this Contract is canceled by Us.

ADDITIONAL DISCLOSURES: In the event covered service is not provided by the Service Contract Provider within sixty (60) days of proof of loss by the Service Contract Holder, the Service Contract Holder may file directly with the Service Contract Provider reimbursement insurance company. This Service Contract does cover failure resulting from normal Wear and Tear except for as otherwise expressly excluded herein.

INDIANA

ADDITIONAL DISCLOSURES: Your proof of payment to Us for this Contract shall be considered proof of payment to the insurance company which guarantees Our obligations to You. This Contract excludes coverage for any pre-existing condition known to You.

The Arbitration language found in the Other important Contract Provisions section of this contract does not apply. Arbitration will be held in accordance with Indiana Code 34-57-1. This service contract is not insurance and is not subject to Indiana insurance law.

IOWA

If the Contract is canceled within the applicable time period for a full refund and no claims have been paid, a penalty of ten percent (10%) of the total price shall be added each month to any refund not paid to You within thirty (30) days. Any administrative fee charged will not exceed the lesser of \$50.00 or 10% of the total purchase price. If We cancel this Contract, We will mail You a written notice of termination to Your last known address in Our records at least fifteen (15) days prior to the date of termination stating the reason for and effective date of cancellation, unless the reason for cancellation is for nonpayment of the provider fee, a material misrepresentation by the service contract holder to the provider, or a substantial breach of duties by the service contract holder relating to the covered product or its use.

ADDITIONAL DISCLOSURES: This Contract is subject to rules administered by the Iowa Insurance Division at 1-515-654-6600. Written inquiries or complaints should be mailed to the following address: Iowa Insurance Division is 1963 Bell Ave., Ste 100, Des Moines, IA 50315-1000. If You make a direct claim against the insurance company include a copy of Your Service Contract and Your paid repair order. This Agreement is subject to the applicable provisions of the Iowa Consumer Credit Code, Chapter 537. Obligations of the Contract Service Provider under this Service Contract are guaranteed under a Service Contract Reimbursement Insurance Policy. Should the Provider fail to pay or provide service on any refund or claim within sixty (60) days after proof of loss or notice of cancellation has been filed, the Contract Holder is entitled to make a claim directly against the Insurance Company.

LOUISIANA

CANCELLATION: In calculating any refund, no deduction will be made for any claims that have been paid under the Contract.

MARYLAND

CANCELLATION: If the Contract is cancelled within the applicable time period for a full refund and no claims have been paid, a penalty of ten percent (10%) per month shall be added to any refund not paid to You within the consideration period. Contract holder shall be entitled to contact the insurer if a refund is not paid within 60 days after proof of cancellation is filed with Obligor. **REFUND:** Pursuant to Maryland Commercial Law Article §14-403 (g)(1)(2), a provider shall pay or credit the account of a person guaranteed who has canceled a service contract under subsection (d) of this section the full consideration paid for the service contract within 45 days after the cancellation. A provider that does not pay or credit the account of the person guaranteed in accordance with paragraph (1) of this subsection shall pay to the person guaranteed an amount equal to 10% of the value of the consideration paid for the service contract for each month that the refund is not paid or credited. **COVERED PARTS:** According to Maryland Transportation Article §15.311.2 (a) (3) (i) (1) The failure of covered components due to wear and tear is covered for all covered parts.

ADDITIONAL DISCLOSURES: In the event a covered service is not provided by Us within sixty (60) days of proof of loss by the Service Contract Holder, the Service Contract Holder may file directly with the Service Contract reimbursement insurance company. The term of this Service Contract is extended automatically when We fail to perform the services under the Service Contract. This Service Contract does not terminate until the services are provided in accordance with the terms of the Service Contract. Under "Other Contract Provisions" the following applies, If the Contract Holder or Provider breach any duties under this subtitle, the Contract Holder may file in any court of competent jurisdiction. The arbitration provision stated under the "Arbitration" section of this Contract is amended to read, "THE PARTIES AGREE THAT THE PROPER VENUE FOR THE RESOLUTION OF ANY DISPUTE OVER THIS CONTRACT SHALL BE MARYLAND." This Vehicle Service Contract will be governed under the laws of the State of Maryland.

MINNESOTA

We may only cancel this Contract if there is material misrepresentation or fraud only if such misrepresentation or fraud occurs in the submission of a claim. If You cancel this Contract within the first thirty days and no claims have been paid, a penalty of ten percent (10%) per month shall be added to any refund not paid to You within forty-five (45) days. If We cancel this Contract, We will mail a written notice stating the effective date of and reason for cancellation to Your last known address at least fifteen (15) days prior to cancellation, unless the reason for cancellation is nonpayment, material misrepresentation, or substantial breach by the Contract Holder relating to the Vehicle or its use, in which case the notice will be mailed at least five (5) days prior to cancellation.

ADDITIONAL DISCLOSURES: (1) If the used Motor Vehicle has less than thirty-six thousand (36,000) miles, the warranty must remain in effect for at least sixty (60) days or two thousand, five hundred (2,500) miles, whichever comes first. (2) If the used Motor Vehicle has thirty-six thousand (36,000) miles or more but less than seventy-five thousand (75,000) miles, the warranty must remain in effect for at least thirty (30) days or one thousand (1,000) miles, whichever comes first. All coverage provided for Your Vehicle under this Motor Vehicle Service Contract shall exclude coverage currently in force under any express warranty providing the same Vehicle coverage as outlined

above.

MISSISSIPPI

A ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within forty-five (45) days after return of the vehicle service contract to the Service Contract Provider. If the contract is cancelled more than thirty (30) days after the Contract Purchase Date or after a claim has been made, we may retain a cancellation fee not to exceed the lesser of ten percent (10%) of the gross service contract provider fee paid by you or fifty dollars (\$50). Cancellation by the Service Contract Provider shall only occur in instances of nonpayment of the provider fee, a material misrepresentation by the Service Contract Holder to the Service Contract Provider, or a substantial breach of duties by the Service Contract Holder relating to the covered product or its use.

ADDITIONAL DISCLOSURES: For claims authorization and approvals call 1-877-491-4854, during normal business hours. If the Administrator's offices are closed, and a covered emergency repair must be performed, then have the repair facility contact 1-877-491-4854 and leave a voice mail message on the claims line. After repairs are complete, forward all appropriate paperwork to Enterprise Financial Group, Inc. (EFG) P.O. Box 167667, Irving, TX 75016, 1-800-527-1984, www.efgcompanies.com for reimbursement. If any repairs are completed during normal business hours, authorization must be given prior to repairs being performed. The Arbitration provisions stated under the "OTHER IMPORTANT CONTRACT PROVISIONS" section of this Contract does not apply to Mississippi residents. This contract is not provided or supported by a manufacturer or distributor.

MISSOURI

CANCELLATION: A ten percent (10%) penalty per month shall be added to a refund that is not paid within forty-five (45) days for return of the Contract to the Provider.

ADDITIONAL DISCLOSURES: In the event that this Contract is not financed, any refund issued as a result of cancellation of this Contract should be sent to You directly. The provider of the Service Contract shall mail a written notice to the Contract Holder within fifteen (15) days of the date of termination.

NEBRASKA

ADDITIONAL DISCLOSURES: The obligations of the Obligor to You are guaranteed under a Reimbursement Insurance Policy issued by American Bankers Insurance Company. Upon failure of the Obligor to pay any claim after proof of loss has been filed with the Obligor, You shall be entitled to make a direct claim against the following insurer: American Bankers Insurance Company of Florida, 11222 Quail Roost Drive, Miami, FL 33157, 1-866-306-6694.

Nebraska residents are not required to resolve disputes by way of arbitration. However, if You elect resolution by way of arbitration, arbitration will be in accordance with the provisions outlined in the "Arbitration" section of this Contract.

NEVADA

TRANSFER: The transfer is \$25. **CANCELLATION:** If We cancel this Contract, the cancellation does not become effective until at least fifteen (15) days after the notice of cancellation is mailed to the Contract Holder. If the Contract is canceled within the applicable time period for a full refund and no claims have been paid, a ten percent (10%) penalty per 30-day period or portion thereof shall be added to a refund that is not paid within forty-five (45) days for return of the Contract to the Contract Service Provider. No cancellation fee will be charged to the Contract Holder if this Contract is canceled by Us. Claims paid will not be deducted from Your cancellation refund amount. We may not cancel this Contract if it has been in effect for seventy (70) days before the earlier of the expiration date of the Contract term or one (1) year, whichever occurs first, except for the following reasons: (1) Your nonpayment of the Contract Price; (2) Your conviction for a crime having as one of its necessary elements an act increasing a hazard covered by this Contract; (3) discovery of fraud or material misrepresentation made by You in obtaining the Service Contract or pursuing a claim under the Service Contract; (4) discovery of an act or omission or a violation of any condition of this Contract by You that substantially and materially increases the hazards covered by this Contract; or (5) a material change in the nature or extent of the required service or repair which occurs after the effective date of the Service Contract and which causes the required service or repair to be substantially and materially increased beyond that contemplated at the time that the Service Contract was issued or sold. The cancellation fee is \$25.00, but no cancellation fee will apply if We cancel this Contract after this Contract has been in effect for 70 days. This Vehicle Service Contract will be governed under the laws of the State of Nevada.

ADDITIONAL DISCLOSURES: In the event of a dispute with the provider of the Contract Service Provider, the Contract Holder may contact the Commissioner by use of the toll-free number of the Division, (888) 872-3234. Nevada residents are not required to resolve disputes by way of arbitration. However, if You elect resolution by way of arbitration, arbitration will be in accordance with the provisions outlined in the "Arbitration" section of this Contract. **TRANSFER FEE:** There is no transfer fee in the State of Nevada.

NEW HAMPSHIRE

ADDITIONAL DISCLOSURES: Your benefits and the Seller's obligation to perform under this Contract are insured by an insurance policy with American Bankers Insurance Company of Florida, 11222 Quail Roost Drive, Miami, FL 33157, 1-866-306-6694. If the benefits as described are not provided within sixty (60) days after You provide proof of loss covered by this Contract, then You may make a direct claim against American Bankers Insurance Company of Florida. In the event that You do not receive satisfaction under this Contract, You may contact the New Hampshire Insurance Department, 21 South Fruit Street, Suite 14, Concord, NH 03301, 1-603-271-2261. The Arbitration provisions stated under the "Other Important Contract Provisions" section of this Contract does not apply to New Hampshire residents.

NEW JERSEY

ADDITIONAL DISCLOSURES: A ten percent (10%) penalty per month must be added to a refund that is not paid or credited within forty-five (45) days after return of the Service Contract to the provider.

NEW YORK

CANCELLATION: If the Vehicle Service Contract is cancelled within ten (10) days of Your purchase of this Contract (the initial period) and no claims have been made under the Contract, the amount of the refund shall be equal to the full amount paid for this Contract. After the initial period, or if a claim has been made under this Contract, the amount of the refund shall be a pro-rata share of the selling price of the Contract as determined above. A ten (10%) percent penalty per month shall be added to a refund that is not made with thirty (30) days of return of the Contract to the Issuing Seller.

NORTH CAROLINA

CANCELLATION: The Consumer can cancel at any time after purchase. If this Contract is canceled within the first thirty (30) days after the Contract Purchase Date and no claim has been filed against the Contract, a full refund will be issued. If this Contract is canceled more than thirty (30) days after the Contract Purchase Date or after a claim has been made, You will receive a pro-rata refund less any claims paid on the Service Contract and a reasonable administrative fee, not to exceed 10% of the amount of the pro-rata refund or the lesser of \$75 or the state permitted maximum. We may only cancel this Contract for Your nonpayment or for a direct violation by You of this Contract.

OKLAHOMA

The following statement replaces the refund language in the Contract cancellation section: You are entitled to a full refund in the event the Contract is cancelled within the first (30) days and no claims have been authorized or paid. In the event the Contract is canceled after the first thirty (30) days or a claim has been made within the first thirty (30) days, return of the premium shall be based upon 100% of the unearned pro-rata premium less any claims paid by the Contract Service Provider. If You cancel after the first thirty (30) days or a claim has been made within the first thirty (30) days, We may retain a cancellation fee not to exceed the lesser of 10% of the unearned pro-rata premium or fifty dollars (\$50.00). Oklahoma VSC provider license #44197943. You are responsible for paying the deductible indicated on the Registration page of this Contract each time You have a Mechanical Breakdown. The deductible box that is checked on the Registration page will determine which dollar amount of deductible you owe per repair visit for each Mechanical Breakdown. If no box is checked then a one-hundred-dollar (\$100) deductible will apply. **ADDITIONAL DISCLOSURES:** This service warranty is not issued by the manufacturer or wholesale company marketing the product. This warranty will not be honored by such manufacturer or wholesale company. Coverage afforded under this Contract is not guaranteed by the Oklahoma Insurance Guaranty Association. The Arbitration Provision section of this Contract is amended to include the following: While arbitration is mandatory, the outcome of any arbitration shall be non-binding on the parties, and either party shall, following arbitration, have the right to reject the arbitration award and bring suit in a district court.

OREGON

ARBITRATION: The arbitration Provision section of this Contract is amended to read: Subject to ORS 36.600-36.740, If claim settlement cannot be reached; the parties may elect arbitration by mutual agreement at the time of the dispute after the claimant has exhausted all internal appeals. The outcome of any arbitration shall be non-binding on

the parties, and either party shall, following arbitration, have the right to reject the arbitration award and bring suit in a district court. Arbitration takes place under the laws of the State of Oregon and is held in the insured's county or any other county in this state agreed to by both parties. For reimbursement on EMERGENCY REPAIRS please call Our claims office at 1-800-5271984 on the next normal business day during business hours for instructions.

SOUTH CAROLINA

CANCELLATION: If the Contract is canceled within the applicable time period for a full refund and no claims have been paid, a ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within forty-five (45) days after return of the Service Contract to the Contract Service Provider. If We cancel this Contract, We will mail a written notice stating the effective date of and reason for cancellation to Your last known address at least fifteen (15) days prior to cancellation, unless the reason for cancellation is nonpayment, material misrepresentation, or substantial breach by the Contract Holder relating to the Vehicle or its use.

ADDITIONAL DISCLOSURES: In the event covered service is not provided by the Service Contract Provider within sixty (60) days of proof of loss by the Contract Holder, the Contract Holder is entitled to apply directly to the reimbursement insurance company. In the event of a dispute with the provider of this contract, you may contact the South Carolina Department of Insurance, Capitol Center, 1201 Main Street, Ste. 1000, Columbia, South Carolina 29201 or by phone at (800) 768-3467.

TEXAS

CANCELLATION: The following cancellation provisions replace those originally provided on the Contract. A 10% penalty per month shall be added to a refund that is not paid within forty-five (45) days after return of the Service Contract to Us. If We cancel this contract, we will mail written notice of cancellation to Your last known address contained in Our records before the fifth (5) day preceding the effective date of the cancellation. However, We are not required to provide prior notice of cancellation if this Contract is cancelled because of (1) nonpayment of the consideration for the contract; (2) fraud or a material misrepresentation by the service contract holder to the provider or the provider's administrator; or (3) a substantial breach of a duty by the service contract holder relating to the covered product or its use. The notice of cancellation will state the effective date of the cancellation and the reason for cancellation.

ADDITIONAL DISCLOSURES: Unresolved complaints may be directed to the Texas Department of Licensing and Regulation, P.O. Box 12157, Austin, TX 78711, 512-463-2906 or 800-803-9202. If a refund owed to You is not paid within forty-five (45) days after the date on which this Contract is canceled, You may apply directly to the insurer, American Security Insurance Company, PO Box 50355, Atlanta, GA 30302, 1-866-306-6694, for reimbursement.

UTAH

Purchase of this product is optional and is not required in order to finance, lease, or purchase a motor vehicle. **CANCELLATION:** This Contract may only be canceled by Us on grounds of (1) material misrepresentation and (2) substantial breaches of contractual duties, conditions, or warranties. In general, if We cancel this Contract, We will mail to You written notice of cancellation at least thirty (30) days before the

cancellation date. However, if We cancel this Contract within the first sixty (60) days after the Contract Purchase Date or if We cancel this Contract because You have defaulted in Your obligation to repay the amount financed by the Lien Holder, We will mail to You written notice of cancellation at least ten (10) days before the cancellation date.

ADDITIONAL DISCLOSURES: Failure to give any notice or file any proof of loss required by the Contract within the time specified in the Contract does not invalidate a claim made by the insured, if the insured shows that it was not reasonably possible to give the notice or file the proof of loss within the prescribed time and that notice was given or proof of loss filed as soon as reasonably possible. Coverage afforded under this Vehicle Service Contract is not guaranteed by the Property and Casualty Guarantee Association. Obligations of the Contract Service Provider under this Service Contract are guaranteed under a Service Contract Reimbursement Insurance Policy. Should the Provider fail to pay or provide service on any claim within sixty (60) days after proof of loss has been filed, the Contract Holder is entitled to make a claim directly against the Insurance Company. This Service Contract is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department. Utah residents have the option of purchasing this Vehicle Service Contract by paying in full at the time of purchase, financing the cost with the Vehicle, or utilizing an outside financing source.

The Arbitration Provision and Any matter in dispute between You and Us may be subject to arbitration which will be governed by the Laws of the State of Utah as an alternative to court action pursuant to the rules of The American Arbitration Association or other recognized Arbitrator, a copy of which is available on request from Us. Any decision reached by arbitration shall be binding upon both You and Us. The arbitration award may include attorney's fees if allowed by state law and may be entered as a judgment in any court of proper jurisdiction.

Emergency Repairs: For repairs needed when the Administrator is not available for prior approval, You must refer to Your Contract to determine if the Breakdown is due to the failure of a Covered Part and there are no listed exclusions that apply; authorize the repair facility to perform the repair; and call the Administrator for instructions as soon as reasonably possible, at which point the claim will be reviewed for benefits per the terms of the Contract.

VERMONT

CANCELLATION: We may only cancel this Contract for fraud or material misrepresentation affecting the Service Contract or the presentation of a claim there under, or violation of any of the terms or conditions of the Service Contract. If the Vehicle Service Contract is cancelled within thirty (30) days of Your purchase of this Contract (the initial period) and no claims have been made under the Contract, the amount of the refund shall be equal to the full amount paid for this Contract. After the initial period, or if a claim has been made under this Contract, the amount of the refund shall be a pro-rata share of the selling price of the Contract as determined

above. If We cancel this Contract, We will give You a written forty-five (45) day notice by certified mail, of cancellation fifteen (15) day notice for non-payment of premium, along with the reason.

Washington

EMERGENCY REPAIRS: For repairs needed when the Administrator is not available for prior approval, You must refer to Your Contract to determine if the Breakdown is due to the failure of a Covered Part and there are no listed exclusions that apply; authorize the repair facility to perform the repair; and call the Administrator for instructions as soon as reasonably possible, at which point the claim will be reviewed for benefits per the terms of the Contract.

ARBITRATION: Disputes or controversies arising from matters relating to this Vehicle Service Contract may be resolved by method of arbitration in accordance with Washington State law RCW 7.04A. Any decisions reached by arbitration shall be binding upon both You and Us. Arbitrations shall be held in the county in which You maintain Your permanent residence.

TRANSFER: The transfer fee is \$25.

CANCELLATION: The following cancellation provisions replace those originally provided on the Contract.

Our Right To Cancel This Service Contract: We may only cancel this Service Contract based on one or more of the following reasons:

(1) non-payment of the Service Contract Price; (2) a material misrepresentation made by You; or (3) a substantial breach of duties by You under the Service Contract relating to the Motor Vehicle or its use. If this Service Contract is canceled by Us, We will refund the unearned Service Contract Price to You calculated on a pro-rata basis. The refund will be equal to the lesser amount produced using either the number of days the Service Contract was in force or the number of miles the Motor Vehicle was driven prior to cancellation. In the event of cancellation, the Lien Holder identified on the Registration page, if any, will be named on a cancellation refund check as its interest may appear.

Written notice of such cancellation shall include the actual reason for cancellation and shall be mailed or delivered to You at the address We have on file for You not less than ten (10) days prior to the effective date of cancellation, where such cancellation is for non-payment of the Service Contract Price, or not less than forty-five (45) days prior to the effective date of cancellation, where such cancellation is for any other reason. We have only sixty (60) days from the date of the sale of the Service Contract to the Contract Holder to determine whether or not the Motor Vehicle qualifies for the program. Except as set forth above, after sixty (60) days the Motor Vehicle qualifies for the issued Service Contract and the Contract Service Provider may not cancel the Service Contract and is fully obligated under the terms of the Service Contract sold to the Contract Holder.

How You May Cancel This Service Contract: You may cancel this Service Contract by surrendering Your copy of this Service Contract with written notice to the Issuing Seller or directly to Us. Written notice shall contain an odometer statement indicating the odometer reading at the date of the request for cancellation. If You cancel this Service Contract within the first thirty (30) days and no claims have been filed, We will refund the entire Service Contract Price. A 10% penalty shall be added to any refund that is not paid or credited within thirty (30) days after return of this Service Contract to the Administrator or to Us.

If this Service Contract is canceled after the first thirty (30) days or a claim has been filed, We will refund the unearned Service Contract Price to You calculated on a pro-rata basis. The refund will be equal to the lesser amount produced using either the number of days the Service Contract was in force or the number of miles the Motor Vehicle was driven prior to cancellation, less a cancellation fee of twenty-five dollars (\$25). Claims paid will not be deducted from Your cancellation refund amount. In the event of cancellation, the Lien Holder identified on the Registration page, if any, will be named on a cancellation refund check as its interest may appear. If the Motor Vehicle and this Service Contract have been financed, the Lien Holder shown on the Registration page may cancel this Service Contract for non-payment or if the Motor Vehicle is declared a total loss or is repossessed. This right of cancellation does not confer ownership of this Service Contract to the Lien Holder or otherwise entitle the Lien Holder to performance under this Service Contract.

ADDITIONAL DISCLOSURES: This agreement is not an insurance contract. The Registration page and Vehicle Service Contract thereto contain the complete agreement between the parties and should be signed in the Consumer Disclosure Section by both the Consumer and an authorized representative of the Issuing Seller. The terms of the Vehicle Service Contract shall be interpreted to be consistent with the interest of applicable Laws and Regulations of the State of Washington. The Customer understands that this is not a policy of insurance and that the Seller is acting solely as an agent for and on behalf of the Contract Service Provider and is not a principal party to this Service Contract. In return for payment by the Customer of the total charge(s) and subject to all of the terms, conditions, and exclusions of this Service Contract, the Contract Service Provider and Customer agree

to its content. The implied warranty of merchantability on the Motor Vehicle is not waived if the Service Contract has been purchased within ninety (90) days of the purchase date of the Motor Vehicle from a Contract Service Provider who also sold the Motor Vehicle covered by the Service Contract. The Washington State Insurance Commissioner is the Contract Service Provider's attorney to receive service of legal process in any action, suit, or proceeding in any court.

This Service Contract is between the Contract Holder, named on the Registration page, and Contract Service Provider as defined under the Definitions section of this Contract. The Seller is not a party to this Contract and has no obligations to You in regard to the benefits provided. Your benefits and Our obligation to perform under this Contract are insured by Insurance Policy DCRI-5551-WA-1 issued by American Bankers Insurance Company of Florida, 11222 Quail Roost Drive, Miami, FL 33157. If the benefits as described are not provided to You after You provide proof of loss covered by this Contract, then You may make a direct claim against American Bankers Insurance Company of Florida.

THIS SERVICE CONTRACT IS INCLUSIVE OF THE MANUFACTURER'S WARRANTY; IT DOES NOT REPLACE THE MANUFACTURER'S WARRANTY BUT PROVIDES CERTAIN ADDITIONAL BENEFITS DURING THE TERM OF THE MANUFACTURER'S WARRANTY. LOSSES COVERED BY THE MANUFACTURER DURING THE MANUFACTURER'S WARRANTY PERIOD ARE NOT COVERED UNDER THIS SERVICE CONTRACT. In addition to the representations made by me on the Registration page, by initialing the blanks below and signing in the space provided,

I further represent and acknowledge that I have read and am familiar with the following aspects of this Service Contract:

_____1. The material conditions that I must meet, including but not limited to maintenance, to maintain Coverage under this Service Contract as provided under the "Your Obligations" and "If you have a Mechanical Breakdown" sections.

_____2. The work and parts covered under this Service Contract as provided in the Covered Parts section.

_____3. The time and mileage restrictions provided in the "Coverage and Terms" section located on the Registration page.

_____4. The implied warranty of merchantability on the Motor Vehicle is not waived if this Service Contract has been purchased within ninety (90) days of the Contract Purchase Date of the Motor Vehicle from a Contract Service Provider who also sold the Motor Vehicle covered by this Service Contract.

_____5. The exclusions listed in the "Exclusions & Limitations" section.

_____6. My right to return this Service Contract for a refund pursuant to the terms of this Service Contract as provided in the "How This Service Contract May be Canceled" section.

My initials above indicate that I have read the foregoing statements and placed my initials in the corresponding blanks to acknowledge that I am informed of the aspects of this Service Contract as delineated above.

WISCONSIN

CANCELLATION: We may only cancel this Contract for non-payment of the Provider Fee, material misrepresentation by You to the Contract Service Provider or Administrator, or substantial breach of duties by You relating to the Vehicle or its use. We will mail a written notice to You at the last-known address that We have on record at least five (5) days prior to cancellation by Us. The written notice will state the effective date of the cancellation and the reason for the cancellation. If We cancel within the first thirty (30) days of purchase of this Contract and no claims have been made, We will refund to you one hundred percent (100%) of the Service Contract Provider Fee. If We cancel this Service Contract after thirty (30) days from the date of purchase or after a claim has been made, We will refund 100% of the unearned pro-rata Provider Fee, less any claims paid. If this Contract is cancelled after thirty (30) days from the date of purchase or after a claim has been made, We may charge a reasonable administrative fee not to exceed 10% of the Service Contract Provider Fee or seventy-five dollars (\$75), whichever is less. A 10% penalty per month shall be added to a refund that is not paid or credited within forty-five (45) days after return of the Service Contract to the Contract Service Provider.

In the event of a total loss of property covered by this Contract that is not covered by a replacement of the property pursuant to the terms of this Contract, You shall be entitled to cancel this Contract and receive a pro-rata amount of any unearned Provider Fee, less any claims paid. Proof of loss must be provided as soon as reasonably possible.

ADDITIONAL DISCLOSURES: This Contract contains the complete agreement between the parties and should be signed on the Registration Page by both the Contract Holder and an Authorized Representative of the Issuing Seller. **THIS**

CONTRACT IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE. Failure to furnish proof of loss does not invalidate or reduce Your claim. We have the right to subrogation collection, but only after You have been made whole and You are fully compensated for damages.

The arbitration provisions stated under the "Arbitration" section of this Contract do not apply to Wisconsin residents. You can also contact the Office of the Commissioner of Insurance, a state agency which enforces Wisconsin's insurance laws, and file a complaint at the Office of the Commissioner of Insurance, Complaints Department, P.O. Box 7873, Madison, WI 53707-7873, 1-800-236-8517 or 1-608-266-0103.

WYOMING

CANCELLATION: You may return the Service Contract within twenty (20) days of the date the Service Contract was mailed to You. Upon return of the Service Contract to Us within the applicable time period, if no claim has been made under the Service Contract prior to its return to Us, the Service Contract is void and We shall refund You, or the lien holder, with the full purchase price of the Service Contract. The right to void the Service Contract is not transferable and shall apply only to the original Service Contract purchaser, and only if no claim has been made prior to its return to Us. A ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within forty-five (45) days after return of the Service Contract to Us. We will mail a written notice to You at Your last known address at least ten (10) days prior to cancellation by Us. Prior notice is not required if the reason for cancellation is non-payment of the provider fee, a material misrepresentation by You to Us or a substantial breach of duties by You relating to the covered product or its use. The notice will state the effective date of the cancellation and the reason for the cancellation.

ADDITIONAL DISCLOSURES: The Arbitration provisions outlined in the "Other Important Contract Provisions" section does not apply to Wyoming residents.