

RV SERVICE AGREEMENT

CUSTOMER INFORMATION		SCHEDULE		SERVICE AGREEMENT #	
FIRST NAME	LAST NAME	MI	TELEPHONE NUMBER	EMAIL	
ADDRESS		CITY	STATE	ZIP CODE	
UNIT DESCRIPTION					
YEAR	MAKE	MODEL	UNIT PURCHASE PRICE	UNIT PURCHASE DATE	
CHASSIS VIN	CHASSIS WARRANTY TERM	COACH/UNIT VIN	MANF WARRANTY TERM	MOTOR HOME CLASS <input type="checkbox"/> A <input type="checkbox"/> B <input type="checkbox"/> C	
PLAN INFORMATION					
AGREEMENT PURCHASE DATE	IN-SERVICE DATE	AGREEMENT EXPIRATION DATE	ODOMETER MILEAGE	EXPIRATION MILEAGE	
TERM ____ MONTHS ____ MILES	RATE CLASS	BASE CODE	AGREEMENT PURCHASE PRICE	PAYMENT PLAN <input type="checkbox"/> YES <input type="checkbox"/> NO	
PLAN TYPE <input type="checkbox"/> NEW UNIT PLAN <input type="checkbox"/> PRE-OWNED UNIT PLAN	PLAN DESIGNATION <input type="checkbox"/> MOTOR HOME <input type="checkbox"/> TOWABLE/COACH ONLY	COVERAGE TPE (stated) <input type="checkbox"/> TOTAL			
		COVERAGE TYPE (exclusionary) <input type="checkbox"/> COMPLETE COMPLETE Coverage covers all parts of the Unit except: a. Parts listed under the Exclusions section of this Agreement. b. Parts covered under the manufacturer's warranty, special policies, or recalls.			
DEDUCTIBLE \$					
OPTIONAL COVERAGE					
<input type="checkbox"/> POWER SURGE COVERAGE		<input type="checkbox"/> TIRE AND WHEEL ROAD HAZARD		<input type="checkbox"/> CONSEQUENTIAL LOSS	
<input type="checkbox"/> COMMERCIAL/RENTAL USE		<input type="checkbox"/> FULL TIME USE		<input type="checkbox"/> MOBILE SERVICE CALLS	
SELLER / LIENHOLDER INFORMATION					
SELLER NAME		TELEPHONE NUMBER	SELLER NUMBER	F&I NUMBER	
ADDRESS		CITY	STATE	ZIP CODE	
LIENHOLDER NAME	ADDRESS	CITY	STATE	ZIP CODE	TELEPHONE #

This is not an insurance policy. This Agreement is between Headstart Warranty Group LLC., and the Agreement Holder. YOU HAVE READ AND AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT. YOU UNDERSTAND THE PURCHASE OF THIS AGREEMENT IS NOT REQUIRED IN ORDER TO OBTAIN FINANCING FOR THIS UNIT. YOU HAVE READ, UNDERSTAND AND ACCEPT ITS CONDITIONS. **THE ADMINISTRATOR MUST BE CONTACTED PRIOR TO PERFORMING ANY REPAIR UNDER THIS AGREEMENT. THE ADMINISTRATOR WILL NOT BE RESPONSIBLE FOR ANY REPAIRS THAT ARE NOT PRE-AUTHORIZED. SEE THE "GUIDE TO FILING A CLAIM" FOR INSTRUCTIONS TO BE FOLLOWED IN THE EVENT OF A BREAKDOWN.** IF YOU SELL YOUR UNIT AND WANT TO CANCEL THIS AGREEMENT, YOU MUST REQUEST A REFUND IN WRITING ACCORDING TO THE TERMS IN THE "CANCELLATION SECTION" OF THIS AGREEMENT. YOU ACKNOWLEDGE YOUR UNDERSTANDING OF AND AGREE TO THE DISPUTE RESOLUTION/ARBITRATION AGREEMENT AND CLASS ACTION WAIVER SECTION IN THIS AGREEMENT. REFER TO THE DISPUTE RESOLUTION/ARBITRATION AGREEMENT AND CLASS ACTION WAIVER SECTION FOR OPT-OUT INSTRUCTIONS. THIS AGREEMENT IS BASED ON INFORMATION YOU PROVIDED ON THIS SCHEDULE. YOU ACKNOWLEDGE YOUR UNDERSTANDING OF THE LIMITED APPLICABILITY OF THE FEDERAL MAGNUSON MOSS WARRANTY ACT AS SET OUT IN THIS AGREEMENT. YOU ACKNOWLEDGE ANY MISREPRESENTATION MAY RESULT IN THE DENIAL OF A CLAIM. YOU UNDERSTAND THAT THIS AGREEMENT HAS BEEN ISSUED IN ACCORDANCE WITH THE INFORMATION CONTAINED ABOVE AND IS SUBJECT TO THE TERMS AND CONDITIONS STATED IN THIS AGREEMENT, WHICH YOU HAVE READ AND RECEIVED.

Initial ____ WA Residents Only: By initialing, You acknowledge that You have reviewed the Term Limit, and the implied Warranty and Cancellation sections of the WA State Disclosure. Additionally, You have reviewed the Coverages, Exclusions and Agreement Holder Responsibilities set forth in this Agreement.

Agreement Holder Signature

Agreement Sales Date

TERMS AND CONDITIONS

A. NOTICE

1. This **Agreement** is not a contract of Insurance.
2. This **Agreement** is not valid unless:
 - a. The **Schedule** is filled out completely and signed by **You**; and
 - b. The **Schedule** is attached to the **Agreement**.
3. Purchase of this **Agreement** is not required in order to purchase or obtain financing for a **Unit**.
4. If the **Term** of this **Agreement** overlaps with the term of **Your** manufacturer's warranty, look first to **Your** manufacturer's warranty for coverage. This **Agreement** excludes coverage for any loss covered by **Your** manufacturer's warranty but may nevertheless provide benefits in addition to those provided by **Your** manufacturer's warranty.
5. The **Obligor** shall have no liability for anything other than the obligations delineated in the **Agreement**.

B. DEFINITIONS

1. **Administrator:** Headstart Warranty Group LLC., [14114 North Dallas Pkwy. Ste. 600, Dallas Texas 75254 (888) 964-1899] except for the state of Florida, where Lyndon Southern Insurance Company is providing administration, [10751 Deerwood Park Blvd., Ste 200, Jacksonville, FL 32256].
2. **Agreement:** This **Agreement**, which **You** have purchased for the **Unit** described on the **Schedule**.
3. **Breakdown:** The failure of a defective part as supplied by the Manufacturer or Dealer outside of the allowable tolerances prescribed by the manufacturer.
4. **Claim:** A demand by **You** for benefits under this **Agreement**. A visit/claim may have more than one **Covered Repair**.
5. **Commercial/Rental Use:** Any Unit, regardless of registration type, used solely or partially for the generation of income.
6. **Consequential Loss:** **We** will provide coverage for the repair of a **Covered Part** if the failure of the **Covered Part** was caused by the action or inaction of a non-covered part.
7. **Covered Parts:** The parts listed in the **Schedule of Coverages** section of this **Agreement** for the **Plan** selected.
8. **Deductible:** The amount **You** are required to pay, as shown on the **Schedule**, toward the total cost for the repair or replacement of the **Covered Parts** per visit/claim made.
9. **Failure:** The inability of an original or like replacement part covered by this **Agreement** to function in normal service.
10. **In-Service Date:** The date on which the **Unit** was first purchased by the original owner, if known. **Units** for which the original purchase date is not known, it shall be July 1st of the Unit model year.
11. **Obligor (We, Us, Our):** Headstart Warranty Group LLC., [14114 North Dallas Pkwy. Ste. 600, Dallas Texas 75254 (888) 964-1899] except for the state of Florida, the Obligor is Lyndon Southern Insurance Company, [10751 Deerwood Blvd., Ste. 200, Jacksonville, FL 32256, Tel: (800) 888-2738] (Florida License No. 03698).
12. **Plan:** The **Plan** and term selected by **You** as shown in the **Schedule** of this **Agreement**.
13. **Repair Facility:** A licensed **Repair Facility** (licensed as a retail merchant to perform mechanical repairs) authorized by the **Administrator** to perform repair services under this **Agreement**.
14. **Schedule:** The numbered document executed by **You** which must be attached to this **Agreement**. It lists information regarding the **Unit** to be covered, **Agreement Terms and Conditions**, and other vital information.
15. **Schedule of Coverages:** Outlines the coverage of the **Plan** selected by **You** as shown on the **Schedule** of this **Agreement** and lists the **Covered Part(s)**.
16. **Seals and Gaskets:** Should **Seals and Gaskets** be required in conjunction with the repair of a covered component, coverage will be extended to include **Seals and Gaskets** on said covered components. **Seals and Gaskets alone are not covered.**
17. **Seller:** The dealership where **You** purchased the **Unit** and this **Agreement**.
18. **Term:** The maximum number of months indicated on the **Schedule** that this **Agreement** shall be in force.
19. **Tow Vehicle:** A vehicle that is in the process of being towed by the **Unit**.
20. **Unit:** The **Unit** described in the **Schedule** that is covered under this **Agreement**.
 - a. **New Unit:** A **Unit** that is covered by the manufacturer's warranty at the time this **Agreement** is purchased and does not refer to whether or not the **New Unit** has been previously owned, sold or titled.
 - b. **Pre-Owned Unit:** A **Unit** that does not meet the definition of a **New Unit** and does not refer to whether or not the **Pre-Owned Unit** has been previously owned, sold or titled.
21. **Wear and/or Tear:** The gradual reduction of operating performance. Coverage will be extended to all **Covered Parts** and components that suffered a **Breakdown** as a result of **Wear and/or Tear** unless otherwise listed under the Exclusions section of this **Agreement**.
22. **You, Your:** The **Agreement** Holder shown on the **Schedule** or the person to whom the **Agreement** was properly transferred.

C. GENERAL PROVISIONS

1. **Coverage:** The provisions of this **Agreement** continue until the **Agreements Term** has expired, or the **Vehicle's** mileage exceeds the **Agreement** terms, whichever comes first. The **Plan** and **Term** selected by **You** on the **Schedule** along with the **Terms and Conditions** of this **Agreement** determine **Your** coverage. **We** will pay for the reasonable costs to repair or replace any of the **Covered Parts** listed in the **Schedule of Coverages** which cause a **Breakdown**, less any **Deductible**, and will pay for the Additional Benefits listed in the Additional Benefits section specific to **Your Unit**, provided **You** comply with all of the **Terms and Conditions** of this **Agreement**. **Repairs may be completed with parts of like kind and quality. Please see Schedule of Coverages for a detailed list of Covered Parts and to determine the coverage, applicable to Your Plan.** All **Covered Parts** must be functioning properly at the time of the sale of this **Agreement**. Please refer to the **Guide To Filing A Claim** section of this **Agreement** for Claims instructions.

2. **Deductible:** We will pay the portion of the expense for a covered repair that is in excess of the **Deductible** selected on the **Schedule** of this **Agreement**.
3. **Limits of Liability:**
 - a. **Single Claim Limit:** Our liability with respect to any one Claim is limited to the cost to repair or replace any **Covered Parts** at prevailing retail labor rates. **Repairs may be completed with parts of like, kind and quality, commensurate with the age of the Unit at the time the parts failed, as customarily used in the RV industry, less any Deductible.** Furthermore, in no event shall Our liability exceed the cost necessary to correct the actual cause of the **Breakdown**.
 - b. **Aggregate Claim Limit:** Our liability with respect to the total of all benefits paid or payable while this **Agreement** is in force shall not exceed the lesser of:
 - 1) [Seventy-Five Thousand Dollars (\$75,000.00)]; or
 - 2) **Unit Purchase Price**, as shown on the **Schedule** of this **Agreement**; or
 - 3) NADA current value of the **Unit** immediately prior to the **Breakdown**.
4. **Manufacturer's Warranty:** If any part is repaired and/or replaced under the manufacturer's warranty covering the **Unit**, and those same parts are listed in the **Schedule of Coverages**, We will reimburse You for a portion of the manufacturer's **Deductible** if the manufacturer's **Deductible** exceeds the **Deductible** selected, as shown on the **Schedule**. The amount We reimburse will be the actual amount You were required to pay under the terms of the manufacturer's warranty, less the **Deductible** shown on the **Schedule**.
5. **Territory:** The benefits provided under this **Agreement** are only available for losses and expenses incurred within the Continental United States of America, Alaska, Hawaii and Canada.
6. **Incidental Damage:** Our liability for incidental damages is expressly excluded herein. Incidental damage and **Consequential Loss** includes, but is not limited to, property damage, loss of use of the **Unit**, loss of time, inconvenience, or commercial loss resulting from the operation, maintenance and/or use of the **Unit**.
7. **Subrogation Provision:** In the event that coverage is provided under this **Agreement**, 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 **Agreement** shall belong to, and be paid to Us, up to the amount of benefits paid under this **Agreement**.
8. **Maintenance Requirements:** In order to keep this **Agreement** in effect, You must have the **Unit** checked and serviced in accordance with the manufacturer's recommendations. Failure to follow such recommendations may result in a denial of coverage. You must retain verifiable receipts for the maintenance services performed, identifying the year/make and model, VIN, mileage, date and exact services performed. If You perform the actual services, then verifiable receipts showing purchases of all required parts and materials necessary to perform the maintenance must be retained, along with a statement showing the date and mileage when the services were performed and exact service performed. Proof of maintenance may be required to be submitted to Us when a Claim is filed.
9. **State Taxes:** The payment of sales tax on covered repairs will be made in accordance with the regulations of the taxing authority in the state where Your **Unit** is repaired.
10. **Other Provisions:** You have the right to return or void this **Agreement**. You may return the **Agreement** within sixty (60) calendar days after the date it is provided to You at the time of sale or the date We mail a copy of the **Agreement** to You, if applicable. If You return this **Agreement** within the applicable time period and no Claims have been filed, the **Agreement** shall be void and We will refund the entire **Agreement** Purchase Price within forty-five (45) days.

D. MOTOR HOME SCHEDULE OF COVERAGES

In the event of a **Breakdown** covered by this **Agreement**, We will pay for the agreed to costs to repair or replace any of the parts listed below, less any **Deductible**, in accordance with the **Plan** selected by You as shown on the **Schedule** and the **Terms and Conditions** of this **Agreement**.

TOTAL COVERAGE

Fresh/Waste Water System Components: Hot water tank, burner assembly, thermostat, thermocouple, gas valve, electronic ignition assembly, PC board, diesel/electric heating system, shower assembly, toilet, sink, holding tanks, gate valves, macerator pump, water pump, faucets, traps, fittings and water lines.

Kitchen Center Components: Range/oven burner assembly, burner valves, refrigerator/freezer, microwave, convection oven, thermostat, thermocouple, burner, igniter and PC board.

Roof/Basement Air Conditioning Components: Compressor, evaporator, condenser, capacitors, relays, thermostat, heat strips, expansion valve, control module and panel, reversing valve, blower fan and motor and PC Board, and ceiling ventilation fans and motors.

LP Gas System Components: Gas regulators, gas tanks, gas valves, tank gauges, LP lines and fittings, emergency shut off system, gas leak detector and carbon monoxide monitor.

Heating System Components: Furnace igniter, burner assembly, gas valve, gas leak detector, thermostat, thermocouple, blower motor, and PC board.

Generator/Power Plant Components: Power plant engine block and cylinder heads, if damaged as a result of the failure of an internally-lubricated part. All internally-lubricated parts contained within the power plant engine. Alternator, starter, manually-operated switches, voltage regulator, power converter-inverter, PC boards, fuel pump and hour meter.

Hi-Tech Components: Engine control module, camshaft and crankshaft position sensors, coolant temperature sensor, knock sensor, map sensor, mass airflow sensor, throttle position sensor, electronic ignition module, ignition coil, cooling fan control module, electric block heater, transmission control module, transmission mounted parking brake, wheel speed sensors and control module, automatic

temperature control programmer, mode and temperature door actuators, remote mirror motors, keyless entry/alarm system, factory-installed entry/ security system, rear monitor camera, factory-installed fireplace burner assembly, interior mounted systems monitor, dash mounted instrument cluster and gauges.

Deluxe Appliance Components: Icemaker, trash compactor, dishwasher, built-in coffee maker, built-in food processor, in-sink disposal, basement refrigerator/freezer, central vacuum cleaner system, fold out external grill, clothes washer/dryer, ceiling fan motor and smoke detector.

Entertainment Components (factory/dealer installed only): Stereo receiver, tuner, CD player, DVD player, satellite system, television set(s), television antenna and rotator.

Interior and Exterior Components (factory/dealer installed only): Hood latches and springs; door handles, latches and springs; door chimes, heated seats, seat tracks, clock, courtesy map light assembly, power window curtain motors/shade motors, awning motor, awning mechanism, awning sensor, shore power cord and retractor, intercom, and air horn.

Leveling System Components: Factory installed mechanical/electric/hydraulic leveling jacks, controller, electrical switches and wiring harness.

Power Step Components: Power step, lines, fittings, cylinders, worm gears, electrical switches and wiring harness, entry door floor motor and mechanism.

Slide-Out Room Components: Slide-out room motor(s), guides, tracks and hydraulic valves, sliding floor motor, pump/jack assembly, electrical switches and wiring harness.

Seals and Gaskets: Seals and Gaskets are covered for all listed parts.

Wear and/or Tear: Coverage will be extended to all parts and components listed in the **Schedules of Coverage** that suffered a **Breakdown** as a result of **Wear and/or Tear** unless otherwise listed under the **Exclusions** section of this **Agreement**.

COMPLETE COVERAGE Covers all parts of the Unit except (only if selected and paid);

- a. Parts listed under the Exclusions section of this **Agreement**.
- b. Parts covered under the manufacturer's warranty, special policies, or recalls.

E. TOWABLE RV AND COACH ONLY SCHEDULE OF COVERAGES

In the event of a **Breakdown** covered by this **Agreement**, **We** will pay for the agreed to costs to repair or replace any of the parts listed below, less any **Deductible**, in accordance with the **Plan** selected by **You** as shown on the **Schedule** and the **Terms and Conditions** of this **Agreement**.

TOTAL COVERAGE

Suspension Components: Leaf and coil springs, shackles and bushings and rubber suspension springs.

Brake Components: Master cylinder, wheel cylinders, calipers, magnets, metal-only hydraulic tubing and metal fittings, drums and rotors (when in conjunction with a covered repair).

Fresh/Waste Water System Components: Hot water tank, burner assembly, thermostat, thermocouple, gas valve, electronic ignition assembly, PC board, diesel/electric heating system, shower assembly, toilet, sink, holding tanks, gate valves, macerator pump, water pump, faucets, traps, fittings and water lines.

Roof/Basement Air Conditioning Components: Compressor, evaporator, condenser, capacitors, relays, thermostat, heat strips, expansion valve, control module and panel, reversing valve, blower fan and motor and PC board, and ceiling ventilation fans and motors.

Kitchen Center Components: Range/oven burner assembly, burner valves, refrigerator/freezer, microwave, convection oven, thermostat, thermocouple, burner, igniter and PC board.

LP Gas System Components: Gas regulators, gas tanks, gas valves, tank gauges, LP lines and fittings, emergency shut off system, gas leak detector and carbon monoxide monitor.

Heating System Components: Furnace igniter, burner assembly, gas valve, gas leak detector, thermostat, thermocouple, blower motor, and PC Board.

Generator/Power Plant Components: Power plant engine block and cylinder heads, if damaged as a result of the failure of an internally-lubricated part. All internally-lubricated parts contained within the power plant engine. Alternator, starter, manually-operated switches, voltage regulator, power converter-inverter, PC boards, fuel pump and hour meter.

Hi-Tech Components: Remote mirror motors, keyless entry/alarm system, factory-installed entry/security system, rear monitor camera, factory-installed fireplace burner assembly, interior mounted systems monitor, dash mounted instrument cluster and gauges.

Deluxe Appliance Components: Icemaker, trash compactor, dishwasher, built-in coffee maker, built-in food processor, in-sink disposal, basement refrigerator/freezer, central vacuum cleaner system, fold out external grill, clothes washer/dryer, ceiling fan motor and smoke detector.

Entertainment Components (factory/dealer installed only): Stereo receiver, tuner, CD player, DVD player, satellite system, 42" or smaller television set(s), television antenna and rotator.

Interior and Exterior Components (factory/dealer installed only): Hood latches and springs, door handles, latches and springs, door chimes, clock, power window curtain motors/shade motors, awning motor, awning mechanism, awning sensor, shore power cord and retractor.

Slide-Out Room Components: Slide-out room motor(s), guides, tracks and hydraulic valves, sliding floor motor, pump/jack assembly, electrical switches and wiring harness.

Power Step Components: Power step, lines, fittings, cylinders, worm gears, electrical switches and wiring harness, entry door floor motor and mechanism.

Leveling System Components: Factory-installed electric/hydraulic leveling jacks, controller, electrical switches and wiring harness.

Seals and Gaskets: Seals and Gaskets are covered for all listed parts.

Wear and Tear: Coverage will be extended to all parts and components listed in the **Schedules of Coverage** that suffered a **Breakdown** as a result of **Wear and/or Tear** unless otherwise listed under the Exclusions section of this **Agreement**.

COMPLETE COVERAGE Covers all parts of the Unit except (only if selected and paid);

- a. Parts listed under the Exclusions section of this **Agreement**.
- b. Parts covered under the manufacturer's warranty, special policies, or recalls.

F. OPTIONAL COVERAGES (Motor Home, Towable, and Coach)

1. **Power Surge Coverage:** In the event **You** selected and purchased the Power Surge Coverage option, as shown on the **Schedule**, **We** will provide coverage for damage to covered electrical parts caused by a power surge, up to a maximum aggregate of [twenty five hundred dollars (\$2,500)]. A power surge is defined as an external unexpected, temporary, uncontrolled increase in current or voltage in an electrical circuit; a voltage spike.
2. **Commercial/Rental Use Coverage (for Towable and Coach Units, New Plans only):** In the event that **You** selected and purchased the **Commercial/Rental Use** option, as shown on the **Schedule**, **We** will provide coverage for those **Units** defined as **Commercial/Rental Use Units**. If the **Unit** is registered in the name of a business, the optional **Commercial/Rental Use** surcharge must be paid at time of purchase, regardless of whether or not the **Unit** is being used for commercial purposes.
3. **Consequential Loss Coverage:** In the event **You** selected and purchased the Consequential Loss Coverage option, as shown on the **Schedule** of this **Agreement**, **We** will provide coverage for the repair of a **Covered Part** if the failure of the **Covered Part** was caused by the action or inaction of a non-covered part.
4. **Tire and Wheel Road Hazard Coverage:** In the event **You** selected and purchased the Tire and Wheel Road Hazard option, as shown on the **Schedule**, **We** will provide coverage for the **Unit** and **Your Tow Vehicle** when a tire or wheel is damaged due to a covered road hazard. Coverage for the **Tow Vehicle** is dependent on **Your Tow Vehicle** being hooked up to the **Unit** at the time of the road hazard or for road hazards incurred while **You** are camping with **Your Unit** more than one hundred miles (100) away from **Your** home. Common road hazards include debris on the road surface such as nails, glass, potholes, rocks, tree limbs or any other objects or conditions not normally found in the roadway. NOTE: Road conditions (for example, uneven lanes due to repaving or metal plates used to temporarily cover a hole in the road) found in areas designated as construction zones or construction sites will NOT be considered a covered road hazard. Damages from these conditions or any accident should be reported to **Your Unit or Tow Vehicle's** physical damage insurance company. Coverage includes the cost to repair or replace the tire and/or wheel, using fair market value of the replaced tire and/or wheel, mounting, valve stems, balancing, taxes, and customary labor charges. The Tire and Wheel Road Hazard option is not subject to the **General Provisions, Deductible, Limits of Liability or Guide To Filing A Claim** sections of this **Agreement**.

Call the Administrator shown on the Schedule, prior to any repairs, to report a damaged tire or wheel and to obtain an authorization number.

- a. **Tire Repair:** **We** will reimburse **You** for the actual cost to repair a flat tire caused by a covered road hazard. The repair will be performed using the inflated spare tire for the **Unit** or the **Tow Vehicle**. If an inflated spare tire is unavailable, the **Unit** or **Tow Vehicle** will be towed to the nearest **Repair Facility** for tire repair.
- b. **Tire Replacement:** **We** will reimburse **You** for the cost to replace a tire irreparably damaged due to a covered road hazard. Reimbursement cost includes charges for mounting, balancing and valve stems. Benefits apply to replacement tires for the duration of this **Agreement**. Aggregate benefits for the duration of this **Agreement** are limited to four (4) occurrences regardless of the number of tires replaced per occurrence.
- c. **Wheel/Rims:** **We** will reimburse **You** for the cost to repair or replace a wheel rendered unserviceable due to a covered road hazard. Wheel inspection may be required for a Claim approval. Aggregate benefits for the duration of this **Agreement** are limited to [four (4)] occurrences regardless of the number of wheels replaced per occurrence.
- d. **Taxes:** **We** will reimburse **You** for the cost of any applicable taxes.
Prior notification is required before any tire or wheel is repaired or replaced. Within thirty (30) days of an incident, send a copy of the repair or replacement invoice, including authorization number, tread depth of damaged tire, detailed description, cause of the damage, photograph(s) of the damaged tire or wheel and any other information reasonably requested, including Department of Transportation numbers of original tires and new ones installed, to the **Administrator**. Tire and Wheel Road Hazard coverage for the **Unit** and the **Tow Vehicle** is subject to the exclusions described in the Exclusions section of this **Agreement**, as applicable. Damages and costs resulting from or falling within any of the following descriptions are also excluded from coverage: resulting from chain damage or use on a construction site; resulting from collision with a curb, object or another vehicle; resulting from improper or inadequate maintenance, including misalignment, suspension problems, improper tire inflation; mechanical issues resulting in abnormal wear and tear, dry rot, salt water exposure or tire(s) worn to less than 3/32 inch tread depth; tires or wheels that are oversized or otherwise inconsistent with manufacturer's recommendations; tires or wheels transferred from another Unit or vehicle; damage that does not affect performance or safety, such as sidewall rim pinches or bruises; damage covered by any other insurance, warranty or service contract; and **Consequential Losses** or damages.
5. **Mobile Service Calls:** **We** will provide coverage in the event of a **Breakdown** of **Your Vehicle** and in addition to the normal parts and labor charges, **You** will be reimbursed up to [\$500.00] per occurrence for reasonable mobile service call charges. This cannot be combined with the towing reimbursement.
6. **Full Time Use:** If a **Unit** is used as a primary residence for six (6) months or more out of a twelve (12) month period.

H. GUIDE TO FILING A CLAIM

(Does not apply to the optional Tire and Wheel Road Hazard)

- a. **Prevent Further Damage:** Take immediate action to prevent further damage. This **Agreement** will not cover the damage caused by continued operation in a failed state, and/or failing to secure a timely repair of the failed part.
- b. **Take Unit to a Repair Facility for Diagnosis:** In the event of a **Breakdown**, take the **Unit** to the **Seller** that sold **You** this **Agreement**, if at all possible. If not, take the **Unit** to any licensed **Repair Facility** approved by the **Administrator**. Tell the **Repair Facility** to visit the claims website [www.headstartwarrantygroup.com] for 24/7 claims submission and instruction. For further assistance, contact the **Administrator** 888-964-1899. Provide the **Repair Facility** with a copy of this **Agreement** and/or the **Agreement Number**.
- c. **Obtain Prior Authorization from the Administrator:** Prior to any repair being made, instruct the **Repair Facility** to contact the **Administrator** to obtain authorization for the Claim and a Claim Authorization Number. It is **Your** responsibility to ensure that authorization has been obtained for any covered repair prior to the work being started. Failure to obtain proper authorization will result in a denial of benefits. The amount authorized by the **Administrator** is the maximum that will be paid for the repairs covered under the terms of this **Agreement**. Any additional repair costs must receive prior approval. If a **Breakdown** occurs after the **Administrator's** normal working hours, the **Repair Facility** must contact the **Administrator** immediately on the first available business day.
- d. **Review Coverage:** After the **Administrator** is contacted, review with the **Repair Facility** what will be covered by this **Agreement** and what portions of the repair (if any) will not be covered.
- e. **Tear-Down and/or Inspection of the Unit:** In some cases, **You** may need to authorize the **Repair Facility** to inspect and/or tear-down the **Unit** in order to diagnose the failure and estimate the cost of the repair. **You** will be responsible for these charges if the failure is not covered under this **Agreement**. **We** reserve the right to require an inspection of the **Unit** prior to any repair being performed.
- f. **Review Repair:** Review the work performed on the **Unit** with the **Repair Facility** when the **Unit** is picked up.
- g. **Pay Deductible and Costs for Non-Covered Repairs:** **We** will pay the **Repair Facility** directly for the cost of the work performed on the **Unit** that is covered by this **Agreement** for the previously authorized amount, less the **Deductible**. **You** must pay for any repair or service that is not covered by this **Agreement**. In some cases, it may be necessary for **You** to pay the repair bill in full. In such event, **We** will reimburse **You** for the authorized cost of the repair, less the **Deductible**.
- h. **Emergency Repairs:** Should an emergency occur which requires a **Breakdown** repair at a time when the **Administrator's** office is closed, **You** must call the **Administrator's** office on the first available business day after the date of repair to determine if such repair will be covered by this **Agreement**. If covered, **You** will be reimbursed for the repair at the manufacturer's suggested retail prices for **Covered Parts**. Labor cost will be reimbursed using a nationally recognized labor time guide. Emergency Repairs include, but are not limited to a **Breakdown** that incapacitates the **Unit** in an unauthorized, hazardous, or unsafe area; or leave the **Unit** stranded and/or immobile.

EMERGENCY ROADSIDE ASSISTANCE SERVICE
FOR EMERGENCY ROADSIDE ASSISTANCE COVERAGE, YOU MUST CALL (888) 964-1102

All benefits are subject to the limitations listed below. **You** must contact **Quest Towing Inc., Quest Towing Services, RV Quest, LLC, or Quest Motor Club of California**, (hereinafter referred to as "Club") first to dispatch services. The Club, will provide 24-Hour emergency dispatch service, just call the TOLL- FREE NUMBER (888) 964-1102 and a service vehicle will be dispatched to **Your** location. **Important: Please be with Your Vehicle when the service provider arrives, as they cannot service an unattended vehicle.**

In the event that roadside assistance service is not obtainable through the Club, **You** will receive a reimbursement of payment made by **You** according to the coverage limits outlined herein. To receive reimbursement of services **You** must first contact the Club for authorization of service. The Club will cover only one wrecker charge or service call per disablement. **You** must be present at time of the disablement to validate the claim. Assistance from a private citizen or services of a family member in the wrecker or repair business is not reimbursable.

WHAT/WHO IS COVERED: **You** are covered when using, driving, or towing **Your Covered Vehicle**. The following non-accident related services are available:

- **TOWING: Your Vehicle** will be towed to the nearest qualified repair center or repair center of **Your** choice, within the same distance from **Your** current location, up to the **Vehicle** type limit, as listed below. Towing services may only be used in the event of an emergency roadside event or a mechanical breakdown within a campground or RV Park.
- **RV Motorized** – Benefit limit of \$500 for Towing, \$250 for all other services
- **RV Towables** – Benefit limit of \$300 for Towing, \$150 for all other services, covers the Tow Vehicle while towing the RV as well as Trailers and Powersports – same as RV Towables
- **LOCKOUTS:** If **You** are locked out of **Your Covered Vehicle**, **We** will deliver locksmith services to **Your Vehicle** and provide assistance in the opening of **Your** locked **Vehicle**, and/or obtaining a replacement key, up to the **Vehicle** type limit. **You** must contact our toll-free dispatch service for assistance. If **You** call **Us** and **We** cannot dispatch service, **Our** telephone representative will authorize **You** to call a local service provider and will give **You** an authorization number. **You** may then call the service provider of **Your** choice and pay directly for services. **You** will be reimbursed for any charges directly related to the lockout event.
- **TIRE SERVICE:** **We** will repair **Your** damaged tire. If **Your** damaged tire is non-repairable, **We** will install **Your** inflated spare. (If **You** have no spare or if **Your** spare is flat. If a replacement tire is required, **We** will bring a replacement tires out to **You** and **We** will pay for that tire in coordination with the Tire Replacement benefit. (The tire replacement benefit is not available in MA) Up to the **Vehicle** type limit.
- **BATTERY SERVICE:** A jumpstart or minor emergency mechanical adjustments will be applied to start **Your Vehicle** at the point of disablement, up to the **Vehicle** type limit.

- **FLUID DELIVERY:** An emergency supply of gasoline, diesel, diesel exhaust fluid, oil, water, or other materials or parts will be delivered to a **Member's Vehicle** in cases of immediate need, up to the **Vehicle** type limit. **Members** are responsible for the cost of the liquids, parts, or materials delivered.
- **WINCHING:** We will extricate **Your Vehicle** from a ditch, snow, mud, or sand. The RV must be within 100 ft of a properly maintained road. This benefit will provide extrication services up to the benefit of one (1) extraction vehicle for two (2) hours or two (2) extraction **Vehicles** for one (1) hour. This benefit cannot be used for everyday snow removal. Service providers must have a safe and solid position from which to work. Services will be provided, up to the **Vehicle** type limit.

Up to three (3) uses per Membership year. Up to one (1) use within any 72-hour period.

The following items are not included as part of the **Roadside Assistance** benefit: Coverage shall not be provided in the event of emergencies resulting from the use of intoxicants or narcotics, or the use of the **Vehicle** in the commission of a felony. Cost of parts, replacement keys, fluids, lubricants, fuel, material, additional labor relating to towing, or the cost of installation of products. Non-emergency towing or other non-emergency service. Non-emergency mounting or removing of snow tires or chains. Shoveling snow from around the **Vehicle**, tire repair, extrication or winching, motorcycles, trucks over one-and-a-half-ton capacity, antique vehicles (meaning vehicles over 20 years old or out of manufacture for 10 years or more), taxicabs, limousines, or other commercial vehicles. Recreational **Vehicles (RVs)**, camping trailers, travel trailers, or any vehicles in tow. Any and all taxes or fines. Damage or disablement due to collision, fire, flood or vandalism. Towing from or repair work performed at a service station, garage or repair shop. Towing by other than a licensed service provider or garage; vehicle storage charges; a second tow for the same disablement. Service on a **Vehicle** that is not in a safe condition to be towed or serviced or that may result in damage to the **Vehicle** if towed or serviced. Towing or service on roads not regulatory maintained, such as sand beaches, open fields, forests, and areas designated as not passable due to construction, etc. Towing at the direction of a law enforcement officer relating to traffic obstruction, impoundment, abandonment, illegal parking, or other violations of law. Repeated service calls for a **Vehicle** in need of routine maintenance or repair.

RV TECHNICAL ASSISTANCE: When **You** find **Yourself** in a position where **You** need some guidance or assistance with a technical component of **Your Covered Vehicle**, **We** will be there to answer **Your** questions with trained RVIA, ASE Certified Mechanics on call to assist.

For Roadside Assistance Benefits, Quest Towing Inc., Quest Towing Services, RV Quest, LLC, or Quest Motor Club of California, 106 West Tolles Drive, St. Johns, MI 48879. For immediate assistance please call (888) 964-1102.

I. OPTION TO RENEW AGREEMENT

You have the option to renew coverage for the **Unit** identified on the **Schedule** prior to the expiration of this **Agreement**. The decision to renew coverage is subject to the **Administrator's** sole discretion and approval; taking into consideration the following terms and conditions:

1. **You** must contact the **Seller** directly at least thirty (30) days and one thousand (1,000) miles prior to the expiration date specified on the **Schedule**.
2. The **Unit** must be eligible for coverage based on the underwriting guidelines in place at the time of the request to renew.
3. **You** must provide **Us** with verifiable service records indicating that proper maintenance to the **Unit** has been performed. Coverage may be denied based on the service history of the **Unit**.
4. The **Unit** must be made available for inspection, if requested by **Us**.
5. If approved, the **Administrator** will provide **You** with confirmation of coverage.

J. TRANSFER OF YOUR AGREEMENT

This **Agreement** is for **Your** benefit and is transferable to the next subsequent private purchaser of the **Unit** only while the **Agreement** is in force and if certain conditions are met. **You** may not transfer this **Agreement** if the **Unit** is sold or traded (retail or wholesale) to a dealer or wholesaler.

A completed transfer application form and a fifty-dollar (\$50) transfer fee must be submitted to the **Administrator** within thirty (30) days of a change in ownership, along with the following:

1. A notarized copy of the documentation showing change of title and odometer reading;
2. Proof of maintenance recommended by the manufacturer; and
3. If the manufacturer's warranty requires a transfer, a copy of the completed transfer application form.
4. The requisite transfer application form may be obtained from the **Administrator**. Transfer applications are subject to approval by the **Administrator**. In the event the transfer application, fee, and required documentation is postmarked after thirty (30) days of the change in ownership, then this **Agreement** will be deemed NON-TRANSFERABLE.

K. CANCELLATION

1. **You** may cancel this **Agreement** for any reason by contacting the **Seller** or **Administrator**.
2. If the **Unit** and this **Agreement** have been financed, the Lienholder may cancel this **Agreement** for non-payment, or if the **Unit** has been declared a total loss or has been repossessed. The rights under this **Agreement** are transferred to the Lienholder and the Lienholder is also entitled to any refund. If the Lienholder cancels this **Agreement** within sixty (60) days of the **Agreement** Purchase Date a full refund of the total **Agreement** Purchase Price, less any claim(s) paid will be provided. If the Lienholder cancels this **Agreement** at any other time, a pro-rata refund of the total **Agreement** Purchase Price based on the unused days remaining, less claim(s) paid and less the applicable cancellation fee in the amount of fifty (\$50.00) dollars.

3. **You** may cancel this **Agreement** within sixty (60) days of the **Agreement** Purchase Date, and receive a full refund of the total **Agreement** Purchase Price, less any claims paid. If **You** cancel this **Agreement** after sixty (60) days, **You** will receive a pro-rata refund of the total **Agreement** Purchase Price, less a cancellation fee of fifty (\$50.00) dollars. The **Term** of this **Agreement** for cancellation purposes will be based on the **Unit** Purchase Date and the **Vehicle** mileage on such date. Refunds will be payable to **You** or the Lienholder, if applicable.
In the event of **Your** cancellation of this **Agreement**, any refund owed will be paid or credited no more than thirty (30) days from the date the **Obligor** or **Seller** receives notice of the request to cancel or sooner if required by state law.
4. In the event the **Agreement** Purchase Price is being paid for through a Payment Plan (or its equivalent) any outstanding balance held by Payment Plan provider would be deducted from the refund amount due to **You**.
5. All refunds will be issued through the **Seller** from whom the **Agreement** was purchased.
6. **Administrator** reserves the right to cancel this **Agreement** upon the occurrence of any of the following:
 - Failure by **You** to pay an amount when due.
 - Conviction of the **Agreement** Holder of a crime, which results in an increase in the service required under this **Agreement**.
 - Discovery of fraud or material misrepresentation by the **Agreement** Holder in obtaining this **Agreement** or in presenting a claim for service here under.
 - Discovery of an act or omission by the **Agreement** Holder, or a violation by the **Agreement** Holder of any condition of this **Agreement**, which occurred after the **Agreement** Purchase Date and which substantially and materially increases the service required under this **Agreement**, including but not limited to failure of the odometer of the **Unit** or if for any reason it does not record the actual mileage of the **Unit** after the **Agreement** Purchase Date and the actual mileage of the **Unit** cannot be established to a reasonable degree of certainty, and if the **Unit** is used for **Commercial/Rental Use**, unless the surcharge is paid.
 - A material change in the nature or extent of the required service or repair which occurs after the **Agreement** Purchase Date and which causes the required service or repair to be substantially and materially increased beyond that contemplated at the time this **Agreement** was issued or sold.
 - No cancellation of this **Agreement** by the **Administrator** shall become effective until fifteen (15) days after the notice of cancellation is mailed to **You**. The **Administrator** will not charge a cancellation fee if this **Agreement** is cancelled by the **Administrator**.
 - If the **Administrator** cancels this **Agreement** within sixty (60) days of the **Agreement** Purchase Date, a full refund of the total **Agreement** Purchase Price will be issued. If the **Administrator** cancels this **Agreement** after sixty (60) days, a pro-rata refund of the total **Agreement** Purchase Price based on the greater of the days in force or the miles driven compared to the total **Agreement** **Term** will be issued.
 - In the event of **Our** cancellation of this **Agreement**, any refund owed will be paid or credited no more than thirty (30) days from the date of **Our** cancellation or sooner if required by state law.

L. EXCLUSIONS

THIS AGREEMENT DOES NOT PROVIDE COVERAGE FOR REPAIR

1. NOT PREVIOUSLY AUTHORIZED BY THE ADMINISTRATOR;
2. FOR ANY FAILURE OR CLAIM CAUSED BY A CONDITION THAT EXISTED PRIOR TO THE PURCHASE OF THIS AGREEMENT;
3. BREAKDOWNS OUTSIDE THE CONTINENTAL UNITED STATES OF AMERICA, ALASKA, HAWAII, AND CANADA;
4. THE UNIT HAS BEEN USED FOR HAULING TRAILERS IN EXCESS OF THE MANUFACTURER'S RATED CAPACITY;
5. ANY UNITS USED FOR RENTAL PURPOSES (UNLESS COMMERCIAL/RENTAL USE SURCHARGE IS PAID);
6. HAULING TRAILERS OR TOW VEHICLES WITHOUT SUITABLE EQUIPMENT;
7. WHEN THE PURPOSE IS TO RAISE COMPRESSION OR CORRECT OIL CONSUMPTION WHICH INCLUDES: WORN RINGS, WORN OR BURNED VALVES;
8. YOU CANNOT PROVIDE TO THE ADMINISTRATOR ACCURATE RECORDS PROVING THAT YOU HAVE MAINTAINED THE UNIT IN ACCORDANCE WITH THE MANUFACTURER'S SPECIFICATIONS AND INSTRUCTIONS;
9. ANY MECHANICAL ALTERATIONS HAVE BEEN MADE BY YOU TO THE UNIT, INCLUDING, BUT NOT LIMITED TO: THE USE OF OVERSIZED TIRES; FRAME OR SUSPENSION MODIFICATIONS; OR REMOVAL OF ANY EMISSION CONTROL SYSTEM PARTS;
10. COVERED UNDER THE MANUFACTURER'S: WARRANTY, RECALL, SPECIAL POLICY, OR ANY OTHER AGREEMENT OR WRITTEN WARRANTY;
11. ANY VALID COLLECTIBLE INSURANCE POLICY;
12. A BREAKDOWN IS DIRECTLY OR INDIRECTLY CAUSED BY OVERHEATING OF ANY COVERED PART OR NON-COVERED PART;
13. AGREEMENT HOLDER FAILED TO MAINTAIN PROPER FLUID QUALITIES AND LEVELS OF COOLANTS, FLUIDS, OR LUBRICANTS, CARBON DEPOSITS OR SLUDGE, CONTAMINATION OF ANY FLUIDS, CORROSION, RUST;
14. FROM DAMAGE RESULTING FROM CONTINUED OPERATION IN A FAILED CONDITION;
15. THE UNIT HAS BEEN ABUSED OR NEGLECTED;
16. ACCIDENT OR COLLISION, VANDALISM, THEFT, LIGHTNING, FLOOD, ACTS OF GOD, ACTS OF NATURE, OR ANY OTHER EVENTS BEYOND OUR CONTROL;
17. FAILURE OR LOOSENING OF FASTENERS, CONNECTIONS, OR BOLTS;
18. THE UNIT IS A TOTAL LOSS, HAS BEEN REPOSSESSED OR IS THE SUBJECT OF A REPOSSESSION ACTION;

19. FOR LIABILITIES FOR DAMAGE TO PROPERTY OR FOR INJURY TO OR DEATH OF ANY PERSON ARISING OUT OF THE OPERATION, REPAIR, MAINTENANCE OR USE OF THE UNIT, WHETHER OR NOT RELATED TO ANY COVERED PART;
20. COSTS NOT NECESSARY TO CORRECT A BREAKDOWN OR ANY PART THAT HAS NOT SUFFERED A BREAKDOWN;
21. DAMAGES OR ANY LOSS RESULTING FROM FAULTY OR NEGLIGENT REPAIR WORK, IMPROPER/MIS-DIAGNOSIS, OR INSTALLATION OF DEFECTIVE PARTS;
22. DAMAGE TO THE TOW VEHICLE BEING TOWED BY THE UNIT, IF ANY, REGARDLESS IF THE DAMAGE IS CAUSED BY THE FAILURE OF A COVERED PART;
23. OBSOLETE PARTS/COMPONENTS OR RETROFITTING DUE TO UNAVAILABILITY OF PARTS;
24. FRAME, STRUCTURAL DAMAGE, ADJUSTMENTS, BENT AXLES, ALIGNMENTS, RAMPS, BUMPERS;
25. SHOP SUPPLIES, HAZARDOUS WASTE REMOVAL OR MAINTENANCE SUPPLIES OR SERVICES, FREIGHT;
26. ANY CLAIMS PAPERS RECEIVED AFTER SIXTY (60) DAYS FROM THE AUTHORIZATION DATE WILL RESULT IN A CLAIM DENIAL;
27. RATTLES, WIND AND SQUEAKING NOISES, WATER LEAK REPAIRS;
28. RUBBER MOLDINGS, WEATHER STRIPPING;
29. BOWED WALLS OR CEILINGS, CARPET, FLOORING, (WOOD, HARD SURFACE AND RESILIENT), WARPING OR UNEVEN FLOORS, WINDOWS, WOOD FRAMING, WOODWORK AND MILL-WORK;
30. BEDDING, UPHOLSTERY, CANVAS, RETRACTABLE SCREENS, WINDOW SHADES, TREATMENTS AND DRAPERIES;
31. CABINETRY, VANITIES, CAULKING OR GROUTING, COSMETIC DAMAGE, DELAMINATION, DISCOLORATION OF ANY MATERIAL, COUNTER TOPS, FURNITURE, GLAZING, GLUING COMPOUNDS, KNOBS OR DIALS;
32. TELECOM WIRING, COMPUTER SOFTWARE UPDATES OR NEW SOFTWARE INSTALLATION, CELLULAR PHONES, PERSONAL COMPUTERS, INFRARED SYSTEMS;
33. ACCESSORIES FOR MICROWAVES AND/OR OVENS;
34. ROUTINE MAINTENANCE ITEMS INCLUDING BUT NOT LIMITED TO: FILTERS, SPARK OR GLOW PLUGS, BATTERY, BRAKES PADS AND SHOES, BRAKE ROTORS AND DRUMS (UNLESS IN CONNECTION WITH A COVERED PART FAILURE), FLUIDS (UNLESS IN CONNECTION WITH A COVERED PART FAILURE);
35. EXHAUST SYSTEM, EGR VALVE, CARBURETOR;
36. BRIGHT METAL PARTS, METAL OR PLASTIC TRIM, PAINT (WHETHER OR NOT THE PAINTING OF THE PARTS IS DUE TO A COVERED PART FAILURE);
37. WATER PURIFICATION FILTERS, WATER SEPARATORS, HOSES AND LINES NOT SPECIFICALLY LISTED IN THE SCHEDULES OF COVERAGES SECTION;
38. STRUT/SHOCK ABSORBERS;
39. SAFETY RESTRAINT SYSTEMS (AIRBAGS AND SEAT-BELTS);
40. ANY PART WHOSE ONLY PURPOSE IS FOR ILLUMINATION, SUCH AS, BUT NOT LIMITED TO: SEALED BEAMS, HIGH INTENSITY DISCHARGE (H.I.D. OR XENON) HEADLAMP BULBS, H.I.D. HEADLAMP ASSEMBLIES OR H.I.D. HEADLAMP BALLASTS, HI INTENSITY LIGHT EMITTING DIODE (H.I.L.E.D.)
41. HEADLAMP ASSEMBLIES, H.I.L.E.D. REPLACEMENT UNITS, H.I.L.E.D. COOLING SYSTEMS, L.E.D. (LIGHT EMITTING DIODE) ASSEMBLIES OF ANY KIND, LIGHT BULBS, LENSES; FOR ANY OF THE FOLLOWING GENERATOR PARTS: REPAIR COSTS WHEN THE PURPOSE IS TO RAISE COMPRESSION OR CORRECT OIL CONSUMPTION WHICH INCLUDES: REMOVAL OF ANY EMISSIONS CONTROL PARTS OR FOR REPAIR COSTS OR EXPENSES IF A BREAKDOWN IS DIRECTLY OR INDIRECTLY CAUSED BY OVERHEATING OF ANY COVERED PART OR NON-COVERED PART OR BY THE FAILURE OF THE AGREEMENT HOLDER TO MAINTAIN PROPER QUALITIES AND LEVELS OF COOLANT, FLUIDS OR LUBRICANTS, CARBURETOR, DISTRIBUTOR CAP AND ROTOR, EXHAUST SYSTEM, RESONATORS, WATER SEPARATORS, SPARK OR GLOW PLUGS, SPARK PLUG WIRES OR TUNE UPS;
42. THE ODOMETER OF THE UNIT HAS BEEN BROKEN OR BECOMES INOPERABLE OR UNRELIABLE FOR ANY REASON AND ODOMETER REPAIRS WERE NOT MADE IMMEDIATELY AT THE TIME OF FAILURE OR IF THE ODOMETER HAS BEEN TAMPERED WITH, DISCONNECTED, OR ALTERED IN ANY WAY WHILE OWNED BY YOU;
43. ANY PARTS INCLUDED IN ANY OF THE OPTIONAL COVERAGES SECTION UNLESS THE OPTION AND SURCHARGE HAS BEEN ELECTED ON THE SCHEDULE;
44. UNIT IS USED FOR FULL TIME RESIDENCE (UNLESS FULL TIME USE SURCHARGE IS SELECTED AND PAID);
45. ANY LOSS OR DAMAGE RESULTING FROM ROAD HAZARDS OR TIRES, WHEELS, AND WHEEL BALANCING (UNLESS YOU HAVE SELECTED AND PAID FOR THE OPTIONAL TIRE AND WHEEL ROAD HAZARD COVERAGE);
46. POWER SURGES (UNLESS YOU HAVE SELECTED AND PAID FOR THE OPTIONAL POWER SURGE COVERAGE);
47. DAMAGE CAUSED TO, OR CAUSED FROM, A NON-COVERED PART (UNLESS CONSEQUENTIAL LOSS COVERAGE SURCHARGE IS SELECTED AND PAID);
48. BRACKETS, MOUNTING UNITS/BEAMS AND NON-MOVING PARTS;

M. INSURANCE STATEMENT

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

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

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

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

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

N. DISPUTE RESOLUTION/ARBITRATION AGREEMENT AND CLASS ACTION WAIVER

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

Arbitration is a method of resolving any Claim without filing a lawsuit. In this Arbitration Agreement and Class Action Waiver (collectively including all of this section of this Agreement), **You, We**, and the **Administrator/Obligor** (the "Parties") are agreeing to submit any and all Claims to binding arbitration on an individual basis for resolution. This Arbitration Agreement and Class Action Waiver sets forth the terms and conditions of **Our** Agreement to binding arbitration. The Parties agree that any and all claims, disputes and controversies related in any way to this Agreement, including but not limited to claims related to the underlying transaction giving rise to this Agreement, or claims related to the sale, financing or fulfillment of this Agreement (collectively, "Claims"), shall be resolved by final and binding arbitration.

"Claims" shall be given the broadest meaning possible and includes, without limitation, Claims arising under **Agreement**, tort, statute, regulation, rule, ordinance or other rule of law or equity, and Claims against any of **Our** or the **Administrator's** owners, shareholders, members, affiliates, subsidiaries, divisions, directors, officers, employees, representatives, agents, successors, or assigns. "Claims" does not include a statutory claim for public injunctive relief brought under any California statute enacted for a public reason, provided that **You** by a judge or jury. THE PARTIES, INCLUDING **YOU**, WAIVE ANY RIGHT TO HAVE CLAIMS DECIDED BY A JUDGE OR JURY.

In addition, except as expressly stated in the Class Action Waiver or otherwise expressly stated herein, the arbitrator shall have exclusive authority to decide all issues related to the enforcement, applicability, scope, validity, and interpretation of this Arbitration Agreement, including but not limited to any unconscionability challenge or any other challenge that the Arbitration Agreement is void, voidable or otherwise invalid. Notwithstanding this Agreement to arbitrate, each of the Parties retains the right to seek remedies in small claims court to resolve any Claim, on an individual basis, within the jurisdiction of small claims court. **You** acknowledge **Your** understanding that all Parties hereunder are waiving their rights to go to court, except for small claims court, to resolve any Claims arising under or related to this Agreement.

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

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

The arbitration shall be administered by the American Arbitration Association ("AAA"). The arbitration shall be conducted pursuant to the AAA Consumer Arbitration Rules (the "Code"). Information on AAA and a copy of the Code may be found at the following number and URL: American Arbitration Association, (800) 778-7879, www.adr.org. The arbitration will be governed by federal substantive law and the substantive and procedural provisions of the Federal Arbitration Act ("Act"), 9 U.S.C. §§ 1-16. If federal substantive law holds that state law should apply to any issue relating to the arbitration, then the law of the state where **You** purchased the **Agreement** shall apply, without regards to conflicts of law. The arbitration will occur before a single, neutral arbitrator selected in accordance with the Code in effect at the time the arbitration is commenced. If **Your** total damage claims (not including attorney's fees) do not exceed \$25,000, then

all Claims shall be resolved by the Code's Procedures for the Resolution of Disputes through Document Submission, except that a Party may ask for a hearing or the arbitrator may decide that a hearing is necessary. If a hearing is held, **You** have a right to attend the arbitration hearing in person, and **You** may choose to have any arbitration hearing held in the county in which **You** live, the closest AAA location to **Your** residence, or via telephone. In the event that the specified arbitration forum is unavailable, the Parties may agree on a substitute arbitration forum. If the Parties cannot agree, a court of competent jurisdiction may appoint a substitute arbitration forum. For information about how to initiate arbitration with the AAA, the Parties may refer to the AAA Code and forms at www.adr.org or call (800) 778-7879. If **You** initiate arbitration with AAA, **You** must pay the AAA filing fee in an amount no greater than the fee **You** would have to pay if **You** filed a complaint in federal court. **We** will pay any remaining Costs of arbitration required by the Code ("Arbitration Costs"); however, if the arbitrator determines that any of **Your** claims are frivolous, **You** shall bear all of the Arbitration Costs. If **We** initiate arbitration against **You**, **We** will pay the AAA filing fee and the Arbitration Costs. Each party will pay his/her/its own attorney's fees, as well as costs relating to proof and witnesses, regardless of who prevails, unless applicable law and/or the Code gives a party the right to recover any of those fees from the other party. An arbitration award may not be set aside except upon the limited circumstances set forth in the Federal Arbitration Act. An award in arbitration will be enforceable under the Federal Arbitration Act by any court having jurisdiction. The time for commencing an arbitration asserting any Claim shall be determined by reference to the applicable statute(s) of limitations, including the applicable rules governing the commencement of the limitations period, and a Claim in arbitration is barred to the same extent it would be barred if it were asserted in court of law or equity rather than in arbitration.

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

OPT-OUT PROVISION. YOU SHALL HAVE THE RIGHT TO OPT OUT OF THIS ARBITRATION AGREEMENT AND CLASS ACTION WAIVER BY PROVIDING WRITTEN NOTICE OF YOUR INTENTION TO DO SO TO US WITHIN THIRTY (30) DAYS OF THE PURCHASE OF THIS AGREEMENT (THE DATE OF PURCHASE BEING INDICATED ON YOUR AGREEMENT). To opt out, **You** must send written notice to: [14114 North Dallas Pkwy., Ste. 600, Dallas, Texas 75254]. **You** must include in **Your** opt out notice: (a) Your name and address; (b) the date **You** purchased **Your Agreement**; and (c) the **Seller**. If **You** properly and timely opt out, then all Claims will be resolved in court rather than arbitration.

O. 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 **Unit**. 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 **Unit**. **You** further agree and acknowledge that **We**, the **Administrator/Obligor** under this **Agreement**, are not the supplier of the **Unit**. 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".

P. LIMITATION OF LIABILITY

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

Q. PAYMENT PLAN PROVISIONS

In the event the purchase price of **Your Agreement** is being paid for through a Payment Plan (or its equivalent) which is terminated for non-payment, the **Term** and mileage of this **Agreement** will be modified to reflect the portion of the **Agreement** that **You** have paid for. The modified **Term** and mileage of the **Agreement** will be calculated on a pro-rata basis by adding the time and mileage that **You** have used from the **Agreement** Purchase Date and **Unit** odometer mileage on the **Agreement** Purchase Date as listed on the **Schedule**. **You** may contact the **Administrator** toll free at [888-964-1899] to obtain the modified **Term** and mileage limits.

R. FINANCIAL AGREEMENTS

If this **Agreement** was financed (purchased on a Payment Plan) by a funding party, the funding party shall be entitled to a refund(s) resulting from cancellation of this **Agreement** for any reason including repossession of **Your Unit**, or total loss of **Your Unit**. Failure to make monthly payments in a timely manner may result in cancellation of this **Agreement** and no refund will be issued and no claims will be approved.

S. PRIVACY

It is **Our** policy to respect the privacy of **Our** customers. For information on **Our** privacy practices, please review **Our** privacy policy at [www.headstartwarrantygroup.com].

STATE DISCLOSURES

ALABAMA

CANCELLATION, 3., is deleted in its entirety and replaced with the following: The **Agreement** Holder may cancel this **Agreement** within thirty (30) days of the **Agreement** Purchase Date, and receive a full refund of the total **Agreement** Purchase Price, less any claims paid. The **Agreement** Holder may cancel this **Agreement** after thirty (30) days and receive a pro rata refund of the total **Agreement** Purchase Price based on the greater of the days in force or the miles driven compared to the total **Agreement** Term, less the applicable cancellation fee. A cancellation fee not to exceed twenty-five dollars (\$25) will be charged for cancellation occurring after thirty (30) days. No cancellation fee will be charged if **We** cancel **Your Agreement**. The **Term** of this **Agreement** for cancellation purposes will be based on the **Unit** Purchase Date and the **Unit** mileage on such date. Refunds issued hereunder shall be issued less the value of any services received by the **Agreement** Holder (including claims 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 **Agreement** to **Us**. **Consequential Loss** and **Pre-existing Conditions** are excluded under this **Agreement**. The **Agreement** will be governed under the laws of the State of Alabama.

ALASKA

CANCELLATION, B., is amended as follows: A cancellation fee of seven and one-half percent (7.5%) or twenty-five dollars (\$25), whichever is less.

CANCELLATION, 3., is deleted in its entirety and replace with the following: The **Agreement** Holder may cancel this **Agreement** within thirty (30) days of the **Agreement** Purchase Date, and receive a full refund of the total **Agreement** Purchase Price, less any claims paid. The **Agreement** Holder may cancel this **Agreement** after thirty (30) days and receive a pro rata refund of the total **Agreement** Purchase Price based on the greater of the days in force or the miles driven compared to the total **Agreement** Term, less the applicable cancellation fee. A cancellation fee of seven and one-half percent (7.5%) or twenty-five dollars (\$25), whichever is less. The cancellation fee is only applicable if **You** cancel the **Agreement** after thirty (30) days the **Agreement** was delivered to **You**. If this **Agreement** is cancelled, **We** shall refund or credit to **You** the prorated amount of the unearned **Agreement** Purchase Price, less any claims paid, within forty-five (45) days after the return of this **Agreement** to **Us**. If **We** do not provide a refund or credit within forty-five (45) days after **We** cancel this **Agreement**, a ten percent (10%) penalty of the unearned **Agreement** Purchase Price for each month the refund remains unpaid shall be added to the refund.

6. Administrator is amended as follows: If the **Administrator** cancels this **Agreement** within forty-five (45) days of the **Agreement** Purchase Date, a full refund or credit of the total **Agreement** Purchase Price will be issued, less any claims paid. If the refund is not paid or credited within forty-five (45) days after the **Administrator** cancels this **Agreement**, a ten percent (10%) penalty of the unearned **Agreement** Purchase Price paid by the **Agreement** holder for each month the refund remains unpaid shall be added to the refund.

We may only cancel this **Agreement** for the following reasons: (1) **Your** nonpayment of the **Agreement** Purchase Price; (2) **Your** conviction for a crime having as one of its necessary elements an act increasing a hazard covered by this **Agreement**; (3) discovery of fraud or material misrepresentation made by **You** in obtaining the **Agreement** or pursuing a claim under this **Agreement**; (4) discovery of a grossly negligent act or omission by **You** that substantially increases the hazards covered by this **Agreement**; (5) physical changes in the **Unit** that results in the **Unit** becoming ineligible for coverage under the **Agreement**; or (6) a substantial breach of duties by **You** related to the **Unit**. If **We** cancel the **Agreement**, written notice of such cancellation will be mailed to **You** at least five (5) days before cancellation by **Us**. The notice shall state the effective date of the cancellation and the reason for cancellation. Prior notice is not required if the reason for cancellation is nonpayment of the provider fee or fraud or a material misrepresentation by **You** in obtaining this **Agreement** or by **You** in pursuing a claim under the **Agreement**.

DISPUTE RESOLUTION/ARBITRATION AND CLASS ACTION WAIVER - is deleted in its entirety and replaced with: If **You** and the **Administrator/Obligor** fail to agree on the amount of a covered first party loss, either may make written demand upon the other to submit the dispute for appraisal. Within ten (10) days of the written demand, each party must notify the other of the appraiser each has selected. The two appraisers will promptly choose a competent and impartial umpire. Not later than fifteen (15) days after the umpire has been chosen, unless the time period is extended by the umpire, each appraiser will separately state, in writing, the amount of the loss. If the appraisers submit a written report of **Agreement** on the amount of the loss, the agreed amount will be binding. If the appraisers fail to agree, the appraisers will promptly submit their differences to the umpire. A decision agreed to by one of the appraisers and the umpire will be binding. All expenses and fees, not including counsel or adjuster fees, incurred because of the appraisal shall be paid, as determined by the umpire. Except as specifically provided, nothing in this section is intended to or shall in any manner limit or restrict **Your** rights or the rights of the **Administrator/Obligor**. All references to **DISPUTE RESOLUTION/ARBITRATION AND CLASS ACTION WAIVER** are deleted.

This **Agreement** will provide coverage if **Your Unit** is used for snow removal, provided it is properly equipped for such use and is not used commercially.

EXCLUSION 11, is deleted and replaced with the following: **ANY LOSS, DAMAGE, OR EXPENSE NORMALLY COVERED BY A STANDARD AUTOMOBILE INSURANCE POLICY.**

EXCLUSION 27, is deleted in its entirety.

INSURANCE STATEMENT: is amended as follows: in the event the **Obligor** fails to provide a covered service within thirty (30) days after the **Agreement** Holder notifies the **Obligor** of a claim, or if the **Obligor** becomes insolvent or ceases to conduct business during the **Term** of this **Agreement**, **You** may file a direct claim with the insurer as designated above. To do so, please call the following number for instructions: [(800) 888-2738].

ARIZONA

CANCELLATION, 3., is amended as follows: **You** may cancel this **Agreement** by submitting a written request containing a copy of **Your Agreement** and the current mileage on **Your Unit**. During the first thirty (30) days from the **Agreement** Purchase Date, **We** will refund **You** one hundred percent (100%) of the **Agreement** Purchase Price with no deductions for any claims or pending claims. After the first thirty (30) days from the **Agreement** Purchase Date, **We** will refund **You** a pro-rated amount of the **Agreement** Purchase Price, based on the months remaining, less claims paid and less a cancellation fee of fifty dollars (\$50.00) or ten percent (10%) of the unearned **Agreement** pro-rata purchase price, whichever is less.

6. Administrator is amended as follows: **We** may not cancel or void this **Agreement** or any provisions of this **Agreement** due to acts or omissions by **Us**, **Our** assignees or subcontractors for their failure to provide correct information or to perform services or repairs in a timely, competent, and workman like manner. This **Agreement** will be cancelled or voided by **Us** or **Our** representatives for the following material acts or omissions after the **Agreement** Purchase Date: (a) fraudulent or unlawful acts by **You** arising out of or relating to the

Agreement; (b) **You** use a covered consumer product in a manner other than as intended by the manufacturer that is likely to increase the likelihood that the consumer product will be damaged or require repairs. **Consequential Loss** are excluded under this **Agreement**. Parts or components repaired or replaced under the Contract will not be excluded from coverage.

The **DISPUTE RESOLUTION/ARBITRATION AGREEMENT AND CLASS ACTION WAIVER** is amended to include: 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 Arizona Department of Insurance and Financial Institutions (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 or difi.az.gov.

ARKANSAS

The **CANCELLATION** section is amended as follow: Claims paid will not be deducted from **Your** cancellation refund amount. Arbitration clause is non-binding and voluntary.

CALIFORNIA

PRE-EXISTING CONDITIONS is defined as: a condition that existed prior to the **Agreement** Purchase Date.

CANCELLATION, 3., is amended as follows: **You** may cancel this **Agreement** by submitting a written request to the **Seller** containing a copy of **Your Agreement**. If **You** request a cancellation during the first sixty (60) days from the **Agreement** Purchase Date, **We** will refund **You** one hundred percent (100%) of the **Agreement** Purchase Price, less any claims paid on **Your Agreement**. After the first sixty (60) days from the **Agreement** Purchase Date, **We** will refund **You** a pro-rated amount of the **Agreement** Purchase Price, based on the **Term** remaining of the **Agreement**, less a cancellation fee of either ten percent (10%) of the **Agreement** Purchase Price or twenty-five dollars (\$25.00), whichever is less.

6. Administrator is amended as follows: **We** may cancel this **Agreement** during the first thirty (30) days of the **Agreement** Purchase Date for any reason. After thirty (30) days, **We** may cancel this **Agreement** due to **Your** material misrepresentation or fraud at time of sale, or **Your** failure to pay the **Agreement** Purchase Price. If **We** cancel this **Agreement**, **We** or the **Seller** will refund **You** one hundred percent (100%) of the **Agreement** Purchase Price, less any claims paid by **Us**. No cancellation fee will apply in the event **We** cancel this **Agreement**. Any refund will be sent to the **Unit's** Lienholder unless the lien is satisfied.

DISPUTE RESOLUTION/ARBITRATION AND CLASS ACTION WAIVER section is amended as follows: The arbitrators shall not have the power to commit errors of law or legal reasoning, and the award may be vacated or corrected on appeal to a court of competent jurisdiction for any such error. All arbitration shall be handled in accordance with the California Arbitration Act (California Code of Civil Procedure, Section 1280). All references to Commercial arbitration rules are replaced with Consumer arbitration rules. The class action waiver is deleted in its entirety. The fees and costs are amended to comply with California Code of Civil Procedure, Section 1284.3. The clause stating "It is understood and agreed that the transaction evidenced by this **Agreement** takes place in and substantially affects interstate commerce" is removed in its entirety.

Headstart Warranty Group LLC. [14114 North Dallas Pkwy., Ste. 600, Dallas, Texas 75254.(888) 964-1899 (CA Lic.:)]. If any promise made in the **Agreement** has been denied or has not been honored within sixty (60) days after **Your** request, **You** may contact the California Department of Insurance at (800) 927-4357 or access the department's Internet Web site (www.insurance.ca.gov).

COLORADO

In the event the **Obligor** fails to pay an authorized claim within sixty (60) days after proof of loss has been filed, **You** may file a direct claim with the insurance company listed in **INSURANCE STATEMENT** of this **Agreement**. Policy Number

CONNECTICUT

If this **Agreement** has a **Term** of less than one (1) year, the **Agreement Term** shall be extended for the time period the **Unit** is being repaired under this **Agreement**.

CANCELLATION, 3., is amended as follows: This **Agreement** may be cancelled by **You** at any time for any reason by submitting a written request to the **Administrator** or **Seller** containing a copy of **Your Agreement**.

You may pursue arbitration to settle disputes between **You** and the **Administrator**. A written complaint containing a description of the dispute, the purchase or lease price of the **Unit**, the cost of repair of the **Unit** and a copy of **Your Agreement** may be mailed to: State of Connecticut, Insurance Department, P.O. Box 816, Hartford, CT 06142-0816, Attention: Consumer Affairs Division.

We do not offer in-home service for Your Unit.

FLORIDA

CANCELLATION, 1., 2., & 3., are deleted in their entirety and replaced with the following: **You** may cancel this **Agreement** by submitting a written request to the **Administrator** or **Seller** containing a copy of **Your Agreement**. During the first sixty (60) days from the **Agreement** Purchase Date, **We** or the **Seller** will refund **You** one hundred percent (100%) of the **Agreement** Purchase Price, less any claims paid on **Your Agreement**. After the first sixty (60) days from the **Agreement** Purchase Date, **We** or the **Seller** will refund **You** a pro rata amount of the **Agreement** Purchase Price, based on the months remaining, less a fifty-dollar (\$50) cancellation fee or ten percent (10%) of the unearned pro rata premium, whichever is less.

The **Administrator** section is deleted in its entirety and replaced with the following: **We** may cancel this **Agreement** during the first sixty (60) days of the **Agreement** Purchase Date for any reason. After sixty (60) days, **We** may cancel this **Agreement** for material misrepresentation or fraud at time of sale or for non-payment of **Agreement** Purchase Price or if **You** have failed to maintain the covered parts as prescribed by the manufacturer. If **We** cancel this **Agreement**, **We** or the **Seller** will refund **You** one hundred percent (100%) of the **Agreement** Purchase Price, less any claims paid on **Your Agreement**. If **We** cancel this **Agreement** for non-payment of the **Agreement** Purchase Price by **You**, **We** shall provide **You** notice of cancellation by certified mail. If **Your Agreement** is financed, the Lienholder has the right to receive any portion of the cancellation refund amounts. If **Your covered Unit** is repossessed, stolen or declared a total loss, **You** authorize the Lienholder to cancel this **Agreement**. The Lienholder, if any, will be named on a cancellation refund check as their interest may appear. **A forty dollars (\$40) transfer fee is applicable. DISPUTE RESOLUTION/ARBITRATION AND CLASS ACTION WAIVER** section is amended to add the following: Arbitration proceedings shall be conducted in the county in which the consumer resides. **The Agreement Purchase Price charged for this Agreement is not subject to regulation by the FL Office of Insurance Regulation.**

GEORGIA

CANCELLATION, 3., is amended to read as follows: If **You** cancel the **Agreement** within sixty (60) days of the **Agreement** Purchase Date, the cancellation fee will not be charged. A ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within forty-five (45) days of the return of this **Agreement** to **Us**. If cancelled after sixty (60) days, the cancellation fee will be fifty dollars (\$50) or ten percent (10%) of the pro rata refund amount, whichever is less. If **You** cancel this **Agreement** and have not received a refund from **Us** or the **Administrator** within sixty (60) days of such cancellation, **You** may contact the Insurance Company identified in the **INSURANCE STATEMENT**. In the event of cancellation, **You** will not be charged for claims paid or repair service fees.

6. Administrator is amended as follows: **We** may cancel this **Agreement** for non-payment of the **Agreement** Purchase Price or for material misrepresentation, or for fraud and no cancellation fee will be charged. The cancellation shall be in writing and shall not be less than thirty (30) days from the date of mailing or delivery in person of such notice of cancellation. If this **Agreement** is cancelled after sixty (60) days or a claim has been filed, **We** will refund an amount of the **Agreement** Purchase Price according to the pro rata method reflecting the great of the days in force or the miles driven based on the **Term** of the plan selected and the **Agreement** Purchase Date. Pre-existing conditions known to **You** are not covered, including any covered part that was broken, worn beyond serviceable limits, or making noise at the time of purchase, or any component or system that was not functioning properly upon the first attempt to operate.

EXCLUSIONS –

- **2. Is amended to read as follows: ANY FAILURE OR CLAIM CAUSED BY A CONDITION THAT EXISTED, AND KNOWN BY YOU, PRIOR TO THE PURCHASE OF THIS AGREEMENT.**
- **13. Is amended to remove SLUDGE.**
- **43. Is amended to read as follows: YOUR ODOMETER MUST FUNCTION AND DISPLAY AT ALL TIMES. A NON-WORKING DISPLAY OR CLUSTER CONTAINING THE ODOMETER, OR ODOMETER THAT HAS BEEN STOPPED, ALTERED OR MISREPRESENTS THE ACTUAL MILEAGE SUBSEQUENT TO THE PURCHASE OF THIS AGREEMENT WILL RESULT IN DENIAL OF COVERAGE UNDER THIS AGREEMENT.**

DISPUTE RESOLUTION/ARBITRATION AND CLASS ACTION WAIVER provision is deleted in its entirety. Arbitration does not apply in Georgia. The **OPT-OUT PROVISION** only applies to the **CLASS ACTION WAIVER**.

The funding party and Lienholder may only cancel for nonpayment in the event of a total loss or repossession of the **Unit**.

HAWAII

CANCELLATION, 3., is amended as follows: If **You** cancel this **Agreement** 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.

6. Administrator is amended as follows: If **We** cancel this **Agreement**, **We** will mail a written notice five (5) days prior to the cancellation effective date stating the reason for cancellation. A notice will not be provided if cancellation is for non-payment, material misrepresentation, or a substantial breach of duties by **You** relating to the **Unit** or its use.

IDAHO

CANCELLATION, 3., is amended as follows: Claims paid will not be deducted from **Your** cancellation refund amount. If **You** are in need of emergency repairs and are unable to contact **Us** for prior authorization, then **You** may take **Your Unit** to any state licensed **Repair Facility** to have the repairs performed prior to authorization by **Us**. In such a case, **You** must contact **Us** as soon as possible to file a claim. Failure to obtain prior authorization from **Us** prior to the performance of a repair will not invalidate a covered claim if **You** show that it was not reasonably possible to do so. Coverage afforded under this **Agreement** is not guaranteed by the Idaho Insurance Guarantee Association.

ILLINOIS

CANCELLATION, 3., is amended as follows: If **You** elect cancellation, **We** may retain a cancellation fee not to exceed the lesser of ten percent (10%) of the **Agreement** Purchase Price or fifty dollars (\$50).

INDIANA

Your proof of payment to the **Seller** for this **Agreement** shall be considered proof of payment. This **Agreement** is not insurance and is not subject to Indiana insurance law. **INSURANCE STATEMENT** is amended as follows: Obligations of the **Obligor** under this **Agreement** are insured under a reimbursement insurance policy. If the **Obligor** fails to pay or provide service on a claim or provide a refund within sixty (60) days after proof of loss has been filed, the **Agreement** Holder is entitled to make a claim directly against the insurance company referenced in the **INSURANCE STATEMENT** section.

IOWA

CANCELLATION, 3., is amended to include the following: If cancelled after the first thirty (30) days, the cancellation fee for cancellation by **You** can be no more than ten percent (10%) of the **Agreement** Purchase Price or fifty dollars (\$50), whichever is less. If **You** cancel this **Agreement** within the first thirty (30) days, a ten percent (10%) penalty per month shall be added to a refund that is not made within thirty (30) days of return of this **Agreement** to **Us**.

6. Administrator section is amended as follows: If **We** cancel this **Agreement**, written notice of such cancellation will be mailed to **You** at least fifteen (15) days prior to the date of cancellation. In the event of cancellation by the **Obligor**, notice of cancellation will state the effective date of cancellation and the reason for the cancellation.

Iowa residents only may contact the Iowa Insurance Commissioner at the following address: Iowa Insurance Division, 1963 Bell Avenue, Suite 100, Des Moines, Iowa 50315 (515) 654-6600. This **Agreement** is subject to the applicable provisions of the Iowa Consumer Credit Code, Chapter 537.

INSURANCE STATEMENT is amended as follows: Obligation of the **Obligor** under this **Agreement** are insured under a reimbursement insurance policy. If the **Obligor** fails to pay or provide service on a claim or provide a refund within sixty (60) days after proof of loss has been filed, the **Agreement** Holder is entitled to make a claim directly against the insurance company referenced in the **INSURANCE STATEMENT** section.

KENTUCKY

Transfer fee and Cancellation fee are not applicable.

LOUISIANA

CANCELLATION, 3., is amended as follows: If **You** have requested cancellation within the first thirty (30) days, a full refund, less a fifty

dollar (\$50.00) cancellation fee, shall be issued. 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 this **Agreement to Us**.

6. Administrator is amended as follows: **We** shall mail a written notice to the **Agreement** Holder at the last known address of the **Agreement** Holder at least fifteen (15) days prior to cancellation by **Us**. The notice shall state the effective date of the cancellation and the reason for the cancellation. Prior notice is not required if the reason for cancellation is for, non-payment of the **Agreement** Purchase Price, a material misrepresentation by the **Agreement** Holder to **Us**, or a substantial breach of duties by the **Agreement** Holder relating to the covered **Unit** or its use.

This **Agreement** is not regulated by the Louisiana Department of Insurance.

Any concerns or complaints regarding this **Agreement** may be directed to the Louisiana Attorney General.

The **DISPUTE RESOLUTION/ARBITRATION CONTRACT AND CLASS ACTION WAIVER** section is voluntary and non-binding.

If **You** are in need of emergency repairs and are unable to contact **Us** for prior authorization, then **You** may take **Your Unit** to any state licensed **Repair Facility** to have the repairs performed prior to authorization by **Us**. In such a case, **You** must contact **Us** as soon as possible to open a claim file. Failure to obtain prior authorization from **Us** prior to the performance of a repair will not invalidate a covered claim if **You** show that it was not reasonably possible to do so.

MAINE

CANCELLATION, 3., is deleted and replaced with the following: The **Agreement** Holder may cancel this **Agreement** within the first thirty (30) days of the **Agreement** Purchase Date, and receive a full refund of the total **Agreement** Purchase Price plus any applicable sales tax, less any claims paid. The **Agreement** Holder may cancel this **Agreement** after thirty (30) days and receive a pro rata refund of the total **Agreement** Purchase Price based on the greater of the days in force or the miles driven compared to the total **Agreement Term**, less the applicable cancellation fee of fifty dollars (\$50) or ten percent (10%) of the **Agreement** Purchase Price, whichever is less. The **Term** of this **Agreement** for cancellation purposes will be based on the date of purchase of the **Unit** and the **Unit** mileage on such date. Refunds issued hereunder shall be issued less the value of any services received by the **Agreement** Holder, (including claims paid). If a refund is owed, the refund will be paid or credited within thirty (30) days from the date the **Obligor** or **Seller** receives notice of the request to cancel from the **Agreement** Holder. 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 this **Agreement to Us**.

6. Administrator is amended as follows: **We** shall mail a written notice to the **Agreement** Holder at the last known address of the **Agreement** Holder contained in the records of the **Obligor** at least fifteen (15) days prior to cancellation to **Us**. The notice must state the effective date of the cancellation and the reason for the cancellation. If the **Administrator** cancels this **Agreement** within the first thirty (30) days of the **Agreement** Purchase Date, a full refund of the total **Agreement** Purchase Price will be issued. If the **Administrator** cancels this **Agreement** after thirty (30) days, **We** shall refund to the **Agreement** Holder one hundred percent (100%) of the unearned pro rata **Agreement** Purchase Price, less any claims paid.

If an emergency repair is needed when **Our** claims office is closed and prior authorization for the repair cannot be obtained, **You** should proceed with the claim procedure and contact **Us** for the reimbursement consideration instructions on the next business day.

EXCLUSIONS – is amended to include the following: **Consequential Loss** and **Pre-Existing Conditions** are not covered under this **Agreement**.

INSURANCE STATEMENT is amended as follows: If **We** fail to pay or provide service on a claim, including any claim for the return of the unearned portion of the **Agreement** Purchase Price, within sixty (60) days after proof of loss has been filed, **You** are entitled to make a claim directly against the insurance company listed in **INSURANCE STATEMENT** of this **Agreement**.

MARYLAND

CANCELLATION, 3., is amended as follows: If **You** are the original **Agreement** Holder and **You** cancel this **Agreement** within thirty (30) days of the original **Agreement** Purchase Date, a full refund will be issued, less any claims paid. If **You** cancel this **Agreement** after thirty (30) days, **You** will receive a pro rata refund of the total **Agreement** Purchase Price based on the greater of the days in force or the miles driven compared to the total **Agreement Term**. The **Term** of this **Agreement** for cancellation purposes will be based on the date of purchase of the **Unit** and the **Unit** mileage on such date. Refunds hereunder shall be issued less the value of any services received by the

Agreement Holder (including claims paid). The cancellation fee does not apply in Maryland. A ten percent (10%) penalty per month shall be added to a refund that is not made within forty- five (45) days of return of this **Agreement to Us**.

A ten percent (10%) penalty per month of the **Agreement** Purchase Price shall be added to a refund that is not paid within forty-five (45) days of return of this **Agreement to Us**. If a refund is owed, the refund will be paid or credited within thirty (30) days from the date the **Obligor** or **Seller** receive notice of cancellation from the **Agreement** Holder.

6. Administrator is amended as follows: After forty-five (45) days, **We** cannot cancel this **Agreement** except when there exists:

- 1) a material misrepresentation or fraud at the time of sale of the **Agreement**;
- 2) a matter or issue related to the risk that constitutes a threat to public safety; or a change in the condition of the risk that results in an increase in the hazard insured against;
- 3) for non-payment of premium; or
- 4) due to the revocation or suspension of the driver's license or motor vehicle registration of the named insured or covered driver under the policy and for reasons related to the driving record of the named insured or covered driver.

BREAKDOWN – A **Breakdown** will also be covered if it was caused by normal wear and tear of a covered component.

DISPUTE RESOLUTION/ARBITRATION CONTRACT AND CLASS ACTION WAIVER does not apply in Maryland.

The transfer fee does not apply in Maryland.

The cost of tear down and diagnostics are included with loss covered by this **Agreement**.

INSURANCE STATEMENT is amended as follows:

You may file a direct claim with the insurance company listed in the **INSURANCE STATEMENT** section if **We** fail to pay any claim or make any refund or consideration due within sixty (60) days after the proof is filed with the **Us**. To do so, please call the following toll-free number for instructions: (800) 888-2738.

This **Agreement** is extended automatically when the **Obligor** fails to perform the services under the **Agreement**. The **Agreement** does not terminate until the services are provided in accordance with the terms of the **Agreement**.

MASSACHUSETTS

CANCELLATION, 3., is amended as follows: If **You** are the original **Agreement** Holder and **You** cancel this **Agreement** within thirty (30) days of the **Agreement** Purchase Date, **You** will receive a refund within forty-five (45) days of return of this **Agreement** to **Us**, otherwise a ten percent (10%) penalty per month shall be added to a refund. The **Obligor** of this **Agreement** is the **Seller** listed on the **Schedule**.

MINNESOTA

CANCELLATION, 3., is amended as follows: A ten percent (10%) penalty per month must be added to a refund that is not paid or credited within forty-five (45) days after return of the **Agreement** to the **Obligor**. If **We** cancel the **Agreement**, written notice of such cancellation will be mailed to **You** within fifteen (15) days of the date of cancellation and will state the effective date and the reason for cancellation; five (5) days written notice will be mailed to **You** for non-payment of premium, material misrepresentation or substantial breach of duties by **You**.

MISSISSIPPI

CANCELLATION, 3., is amended as follows: The cancellation fee is not to exceed ten percent (10%) of the **Agreement** Purchase Price or fifty dollars (\$50), whichever is less. A ten percent (10%) penalty per month shall be added to a refund that is not made within forty-five (45) days of return of this **Agreement** to **Us**.

6. Administrator is amended as follows: If **We** cancel the **Agreement**, written notice of such cancellation will be mailed to **You** not less than thirty (30) days prior to the effective date of such cancellation and will state the reason for cancellation; ten (10) days written notice will be mailed to **You** for non-payment of the **Agreement** Purchase Price, material misrepresentation, or substantial breach of duties by the **Agreement** Holder relating to the covered product or its use. If **We** cancel this **Agreement** within the first thirty (30) days of the **Agreement** Purchase Date, a full refund of the **Agreement** Purchase Price will be issued, less any claims paid. After thirty (30) days, a pro rata refund of the total **Agreement** Purchase Price based on the greater of the days in force or the miles driven compared to the total **Agreement** Term will be issued less the amount of any claims paid.

This **Agreement** is not supported by a manufacturer or distributor.

IMPORTANT NOTICE ABOUT YOUR COVERAGE:

- 1.) This **Agreement** includes a binding Arbitration Agreement.
- 2.) The Arbitration Agreement requires that any dispute related to **Your** coverage must be resolved by Arbitration and not in a court of law.
- 3.) The results of the Arbitration are final and binding on **You** and **Us**.
- 4.) In an Arbitration, one or more arbitrators, who are independent, neutral decision makers, render a decision after hearing the positions of the parties.
- 5.) When **You** become a **Agreement** Holder under this **Agreement**, **You** must resolve any dispute related to the **Agreement** by binding arbitration instead of a trial in court, including a trial by jury.
- 6.) Binding arbitration generally takes the place of resolving disputes by a judge and jury.
- 7.) Should **You** need additional information regarding the binding arbitration provision in the **Agreement**, **You** may contact Our toll-free assistance line at (844) 870- 4881.

NEBRASKA

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

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

NEVADA

DISPUTE RESOLUTION/ARBITRATION CONTRACT AND CLASS ACTION WAIVER does not apply in Nevada.

CANCELLATION, 3., is deleted in its entirety and replaced with the following: **You** may cancel this **Agreement** by submitting a written request to the **Administrator** or **Seller** containing a copy of **Your Agreement** and the current mileage on **Your Unit**. During the first thirty (30) days from the **Agreement** Purchase Date, **We** or the **Seller** will refund **You** one hundred percent (100%) of the **Agreement** Purchase Price. After the first thirty (30) days from the **Agreement** Purchase Date, **We** will refund **You** a pro-rated amount of the **Agreement** Purchase Price, less a twenty-five dollar (\$25) cancellation fee, within forty-five (45) days after the **Agreement** has been returned to **Us**. A ten percent (10%) penalty per month shall be added to a refund that is not made within forty-five (45) days of return of this **Agreement** to **Us**.

6. Administrator is deleted in its entirety and replaced with the following: **We** may cancel this **Agreement** during the first thirty (30) days of the **Agreement** Purchase Date for any reason. After thirty (30) days, **We** may cancel this **Agreement** for material misrepresentation or fraud by **You** at time of sale or non-payment of **Agreement** Purchase Price by **You**. If **We** cancel this **Agreement**, **We** or the **Seller** will refund **You** one hundred percent (100%) of the **Agreement** Purchase Price. No claims paid on **Your Agreement** will ever be deducted from any refund issued pursuant to this **Agreement** in Nevada. If **We** cancel this **Agreement**, no cancellation will become effective until at least fifteen (15) days after the notice of cancellation is mailed to **You**. If **Your Agreement** is financed, the lender has the right to receive any portion of the cancellation refund amounts. If **Your Unit** is repossessed, stolen or declared a total loss, **You** authorize the lender to cancel this **Agreement**. In either case, no cancellation will become effective until at least fifteen (15) days after the notice of cancellation is mailed to **You**. This **Agreement** will not be initially issued to any **Unit** whose original warranty has ever been voided by the manufacturer.

However, if this **Agreement** has already been issued and the manufacturer's warranty becomes void during the **Term** of this **Agreement**, **We** will not automatically suspend all coverage. **We** will not provide any coverage that would have otherwise been provided under the manufacturer's warranty. However, **We** will continue to provide any other coverage under this **Agreement**, unless such coverage is otherwise excluded by the terms of this **Agreement**. This **Agreement** is non-renewable. If **You** are not satisfied with the manner in which **We** are handling the claim on the **Agreement**, **You** may contact the Nevada Commissioner by use of the toll-free telephone number: (888) 872-3234 or <http://doi.nv.gov/>.

TRANSFER OF AGREEMENT is amended as follows: Transfer fee is twenty-five (\$25) dollars.

NEW HAMPSHIRE

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

CANCELLATION, 3., is amended as follows: The cancellation fee is fifty (\$50) dollars or ten (10%) percent of the **Agreement** Purchase Price, whichever is less.

DISPUTE RESOLUTION/ARBITRATION CONTRACT AND CLASS ACTION WAIVER is subject to N.H. Rev. Stat. 542.

NEW JERSEY

CANCELLATION, 3., is amended as follows: If **You** are the original **Agreement** Holder and **You** cancel this **Agreement** within thirty (30) days of the original **Agreement** Purchase Date, **You** will receive a refund within forty-five (45) days of return of this **Agreement** to **Us**; otherwise a ten percent (10%) penalty per month shall be added to a refund.

6. Administrator is amended as follows: If **We** cancel this **Agreement**, **We** shall mail a written notice to **You** at **Your** last known address at least five (5) days before cancellation. The notice shall state the effective date of the cancellation and the reason for the cancellation. Written notice is not required if cancelled due to non-payment by **You** of the **Agreement** Purchase Price; a material misrepresentation by **You** to **Us**; or substantial breach of duties by **You** relating to the **Unit** or its use.

NEW MEXICO

CANCELLATION, 3., is amended as follows: If the **Agreement** Holder's refund is not returned within sixty (60) days of return of this **Agreement** to **Us**, a ten percent (10%) penalty of the purchase price, for each thirty (30) day period or portion thereof that the refund remains unpaid will be added to the refund. If the **Agreement** Holder cancels this **Agreement** thirty (30) days after the **Agreement** Purchase Date, a refund of 100% of the unearned pro rata **Agreement** Purchase Price will be provided, less a cancellation fee of fifty dollars (\$50) or ten percent (10%) of the **Agreement** Purchase Price, whichever is less, and less any claims paid. The right to void this **Agreement** is not transferable and applies to only the original **Agreement** Holder.

6. Administrator is amended as follows: No **Agreement** that has been in effect for at least seventy (70) days will be cancelled by **Us** before the expiration of the agreed **Term** of one (1) year after the **Agreement** Purchase Date, whichever occurs first, except on any of the following grounds:

- (a) **You** fail to pay an amount when due;
- (b) **You** are convicted of a crime that results in an increase in the service required under the **Agreement**;
- (c) **We** discover that fraud was committed or there was a material misrepresentation by **You** in obtaining the **Agreement**, or in presenting a claim for payment;
- (d) **We** discover an act or omission by **You** or a violation by **You** of any condition of the **Agreement** that occurred after the effective date of the **Agreement** that substantially and materially increased the service required under the **Agreement**.
We will mail a cancellation notice to **You** at least fifteen (15) days prior to the cancellation effective date.
The notice of cancellation will be effective as of the date of termination as stated in the notice of cancellation.
If **You** have any concerns regarding the handling of **Your** claim, **You** may contact the Office of Superintendent of Insurance at 855-427-5674.

NEW YORK

CANCELLATION, 3., is amended as follows: If this **Agreement** is originally delivered to **You** by mail, **You** may cancel this **Agreement** within thirty (30) days after the **Agreement** was mailed to **You** and receive a full refund of the **Agreement** Purchase Price provided no claim has been made under the **Agreement**. If a full refund is due to **You** under this **Agreement**, a ten percent (10%) penalty per month will be added to the refund if it is not made within thirty (30) days of return of the **Agreement** to **Us**.

6. Administrator is amended as follows: If the **Obligor** cancels, a notice of cancellation will be sent to the **Agreement** Holder, which will include the effective date of cancellation and the reason for the cancellation. The **Obligor** will mail a notice of cancellation to the **Agreement** Holder at least fifteen (15) days prior to cancellation.

If **You** are in need of emergency repairs and are unable to contact **Us** for prior authorization, then **You** may take **Your Unit** to any state licensed **Repair Facility** to have the repairs performed prior to authorization by **Us**. In such case, **You** must contact **Us** as soon as possible to open a claim file. Failure to obtain prior authorization from **Us** prior to the performance of a repair will not invalidate a covered claim if **You** show that it was not reasonably possible to do so. Additionally, failure to furnish **Us** with copies of repair orders and other requested receipts or documents within thirty (30) days of the repair will not invalidate a covered claim if **You** show that it was not reasonably possible to do so.

INSURANCE STATEMENT is amended as follows: Obligations of the **Obligor** under this **Agreement** are guaranteed under a service contract reimbursement insurance policy. If the **Obligor** fails to pay or provide service on a claim within sixty (60) days after proof of loss has been filed, the **Agreement** Holder is entitled to make a claim directly against the insurance company.

NORTH CAROLINA

CANCELLATION is amended as follows: A twenty-five dollar (\$25) cancellation fee or ten percent (10%) of the pro-rata refund amount, whichever is less, is applicable.

6. Administrator is amended as follows: **We** may only cancel this **Agreement** for non-payment of premium or for a direct violation of the **Agreement** by **You**.

OHIO

THIS AGREEMENT IS NOT INSURANCE AND IS NOT SUBJECT TO THE INSURANCE LAWS OF THIS STATE.

CANCELLATION, 3., is amended as follows: In the event **You** cancel this **Agreement** and no refund is received, **You** may contact the insurance company listed in the **INSURANCE STATEMENT** section of this **Agreement** for **Your** refund.

INSURANCE STATEMENT is amended as follows: Obligations of the **Obligor** under this **Agreement** are insured under a reimbursement insurance policy. If the **Obligor** fails to pay or provide service on a claim within sixty (60) days after proof of loss has been filed, the **Agreement** Holder is entitled to make a claim directly against the insurance company referenced in the **INSURANCE STATEMENT** section.

OKLAHOMA

This **Agreement** is not issued by the manufacturer or wholesale company marketing the product. This warranty will not be honored by such manufacturer or wholesale company.

The coverage afforded under this **Agreement** is not guaranteed by the Oklahoma Insurance Guaranty Association. Oklahoma Service Warranty Statutes do not apply to commercial use references in Service Warranty Contracts, Oklahoma License Number: [XXXX].

CANCELLATION, 3., is deleted in its entirety and replaced with the following: **You** may cancel this **Agreement** by submitting a written request to the **Seller** containing a copy of **Your Agreement**. If **You** cancel during the first thirty (30) days from the **Agreement** Purchase Date, and no claim has been authorized or paid, **We** or the **Seller** will refund **You** one hundred percent (100%) of the **Agreement** Purchase Price. After the first thirty (30) days from the **Agreement** Purchase Date, or if a claim was made within the first thirty (30) days, **We** or the **Seller** shall provide a refund of ninety percent (90%) of the unearned pro rata premium, less the cost of service provided under this **Agreement**. **We** may cancel this **Agreement** during the first thirty (30) days of the **Agreement** Purchase Date for any reason. After thirty (30) days, **We** may cancel this **Agreement** for material misrepresentation or fraud at time of sale or for non-payment of **Agreement** Purchase Price. **F. Administrator** is amended as follows: If **We** cancel this **Agreement**, **We** or the **Seller** will refund **You** one hundred percent (100%) of the **Agreement** Purchase Price, less the cost of service provided under this **Agreement**. If **Your Agreement** is financed, the Lienholder has the right to receive any portion of the cancellation refund amounts. If **Your Unit** is repossessed, stolen or declared a total loss, **You** authorize the Lienholder to cancel this **Agreement**.

DISPUTE RESOLUTION/ARBITRATION CONTRACT AND CLASS ACTION WAIVER is amended as follows: While arbitration is mandatory, the outcome of any arbitration shall be non-binding on the parties, and either party shall, following arbitration, have the right to reject the arbitration award and bring suit in a district court of Oklahoma.

OREGON

If **You** have any questions regarding this **Agreement**, or a complaint against the **Obligor**, **You** may contact the Oregon Department of Consumer & Business Services, Division of Financial Regulation, Consumer Advocacy Unit at 350 Winter Street NE, Room 300, Salem Oregon 97301, (888) 877-4894.

DISPUTE RESOLUTION/ARBITRATION CONTRACT AND CLASS ACTION WAIVER does not apply in Oregon. If an emergency repair must be performed outside of normal business hours, **You** may contact the **Administrator** during normal business hours to seek reimbursement of a covered claim.

ROADSIDE ASSISTANCE is amended by deleting the following from the list of non-included benefits: Coverage shall not be provided in the event of emergencies resulting from the use of intoxicants or narcotics, or the use of the **Unit** in the commission of a felony.

RHODE ISLAND

Section 31-5.4 of Rhode Island General Business Law requires an automobile dealer to provide a warranty covering certain classes of used motor vehicles as follows: Used vehicles with 36,000 miles or less at the time of sale; Provides coverage for ninety (90) days or 4,000 miles, whichever occurs first. Used vehicles with more than 36,000 miles but less than 100,000 miles at time of sale; Provides coverage for thirty (30) days or 1,000 miles, whichever occurs first. The **Unit** **You** have purchased may be covered by this law. If so, the following is added to this **Agreement**: In addition to the dealer warranty required by this law, **You** have elected to purchase this **Agreement**, which may provide **You** with additional protection during the dealer warranty period and provides protection after the dealer warranty has expired. **You** have been charged separately only for this **Agreement**. The required dealer warranty is provided free of charge. Furthermore, the Definitions, Coverages and Exclusions stated in this **Agreement** apply only to this **Agreement** and are not the terms of the required dealer warranty.

SOUTH CAROLINA

If **You** have any questions regarding this **Agreement**, or a complaint against **Us**, **You** may contact the South Carolina Department of Insurance, Capital Center, 1201 Main Street, Ste. 1000, Columbia, SC 29202-3105, (800) 768-3467.

CANCELLATION, 3., is amended to include the following: A ten (10) percent penalty per month shall be added to a refund that is not paid or credited within forty-five (45) days after return of the **Agreement** to **Us**.

6. Administrator is amended as follows: If **We** cancel this **Agreement** for any reason, **We** will mail written notice to **You** at least fifteen (15) days prior to cancellation by **Us**. The notice of cancellation will state the effective date and reason for the cancellation. The Lienholder, if any, will be named on a cancellation refund check as their interest may appear.

TEXAS

CANCELLATION, 3., is deleted in its entirety and replaced with the following: If the **Agreement** Holder cancels this **Agreement** before the thirty-first (31) day of the **Agreement** Purchase Date, the **Agreement** Holder will receive a full refund of the total **Agreement** Purchase Price. If a claim has been incurred before the thirty-first (31) day, the **Agreement** Holder shall receive a full refund of the **Agreement** Purchase Price less claims paid. If the **Agreement** Holder cancels this **Agreement** after the thirty-first (31) day, the **Agreement** Holder will receive a pro rata refund of the total **Agreement** Purchase Price, based on the days in force compared to the total **Agreement** Term, less claims paid and the applicable cancellation fee in the amount of fifty dollars (\$50). The **Term** of this **Agreement** for cancellation purposes will be based on the **Unit** Purchase Date. If a refund is owed, the refund will be paid or credited within thirty (30) days from the date the **Obligor** or **Seller** receive notice of cancellation from the **Agreement** Holder. A ten percent (10%) penalty per month shall be added to a refund that is not made within forty-five (45) days after return of this **Agreement** to **Us**.

6. Administrator is amended as follows: If **We** cancel this **Agreement** for any reason other than non-payment of the **Agreement** Purchase Price or material misrepresentation by **You** to **Us**, **We** shall mail a written notice of cancellation to **You** at the last known address before the fifth (5th) day preceding the effective date of cancellation. The notice will state the effective date of cancellation and reason for cancellation.

If a covered claim is not paid or a refund not provided within forty-five (45) days after **You** have filed proof of loss with **Us**, **You** may contact or file a claim directly with the insurance company listed in the **INSURANCE STATEMENT** section of this **Agreement**.

If **You** have any questions regarding the regulation of this **Agreement** or a complaint against **Us**, **You** may contact the Texas Department of Licensing and Regulation, 920 Colorado, Austin, Texas 78701, or P.O. Box 12157, Austin, Texas 78711, (800) 803-9202.

Our service contract provider license number is: 799

UTAH

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

CANCELLATION, 3., is amended as follows: This **Agreement** may only be canceled by **Us** on grounds of: (1) material misrepresentation;

(2) substantial change in risk; or (3) substantial breaches of contractual duties, conditions or warranties. In general, if **We** cancel this **Agreement**, **We** will mail to **You** written notice of cancellation at least thirty (30) days before the cancellation date. However, if **We** cancel this **Agreement** within the first sixty (60) days after the **Agreement** Purchase Date or if **We** cancel this **Agreement** because **You** have defaulted in **Your** obligation to repay the amount financed by the Lienholder, **We** will mail to **You** written notice of cancellation at least ten (10) days before the cancellation date.

If **You** are in need of emergency repairs and are unable to contact **Us** for prior authorization, then **You** may take **Your Unit** to any state licensed **Repair Facility** to have the repairs performed prior to authorization by **Us**. In such a case, **You** must contact **Us** as soon as possible to open a claim file. Failure to obtain prior authorization from **Us** prior to the performance of a repair will not invalidate a covered claim if **You** show that it was not reasonably possible to do so. Additionally, failure to furnish **Us** with copies of repair orders and other requested receipts or documents within thirty (30) days of the repair will not invalidate a covered claim if **You** show that it was not reasonably possible to do so.

INSURANCE STATEMENT is amended as follows: In the event the **Obligor** fails to pay a claim within sixty (60) days, or if the **Obligor** becomes insolvent or ceases to conduct business during the **Term** of this **Agreement**, **You** may file a direct claim with the insurer as designated in the **INSURANCE STATEMENT** section. To do so, please all the following number for instructions: [(800) 888-2738)].

DISPUTE RESOLUTION/ARBITRATION CONTRACT AND CLASS ACTION WAIVER is amended as follows: Any matter in dispute between consumer and **Obligor** may be subject to arbitration as an alternative to court action pursuant to the rules of (The American Arbitration Association or other recognized arbitrator), a copy of which is available on request from **Obligor**. Any decision reached by arbitration shall be binding upon both consumer and **Obligor**. 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. The arbitrator shall be prohibited from awarding punitive, consequential, special, incidental, and exemplary damages. The arbitrator may award a party only its actual damages and the arbitrator may award equitable relief including injunctive relief. An arbitration award may not be set aside in later litigation except upon the limited circumstances set forth in the Federal Arbitration Act, 9 U.S.C. §1 et Seq. An award in arbitration will be enforceable under the Federal Arbitration Act by any court having jurisdiction.

VERMONT

CANCELLATION, 6., is amended as follows: **We** may only cancel this **Agreement** for fraud or material misrepresentation affecting the **Agreement** or the presentation of a claim there under, non-payment of the **Agreement** Purchase Price, or violation of any terms or conditions of the **Agreement**. If **We** cancel this **Agreement** for any other reason, **We** will provide a written notice with the reason for cancellation by certified mail within forty-five (45) days' notice of the cancellation date.

VIRGINIA

If any promise made in the **Agreement** has been denied or has not been honored within sixty (60) days after **Your** request, **You** may contact the Virginia Department of Agriculture and Consumer Services, Office of Charitable and Regulatory Programs at www.vdacs.virginia.gov/food-extended-service-contract-providers.shtm to file a complaint.

WASHINGTON

CANCELLATION, 3., is deleted in its entirety and replaced with the following: **How You May Cancel This Agreement:** **You** may cancel this **Agreement** by surrendering **Your** copy of this **Agreement** with written notice to the **Seller** or directly to **Us**. Written notice shall contain an odometer statement indicating the odometer reading at the date of the request of cancellation. If **You** cancel this **Agreement** within the first thirty (30) days and no claims have been filed, **We** will refund the entire **Agreement** Purchase Price. A ten percent (10%) penalty shall be added to any refund that is not paid or credited within thirty (30) days after return of this **Agreement** to the **Seller** or to **Us**. If this **Agreement** is canceled after the first thirty (30) days or a claim has been filed, **We** will refund the unearned **Agreement** Purchase 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 **Agreement** was in force or the number of miles the **Unit** 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. If a refund is owed, the refund will be paid or credited within thirty (30) days from the date the **Obligor** or **Seller** receive notice of cancellation from the **Agreement** Holder. In the event of cancellation, the Lienholder identified on the **Schedule**, if any, will be named on a cancellation refund check as its interest may appear. If the **Unit** and this **Agreement** have been financed, the Lienholder shown on the **Schedule** may cancel this **Agreement** for non-payment or if the **Unit** is declared a total loss or is repossessed. This right of cancellation does not confer ownership of this **Agreement** to the Lienholder or otherwise entitle the Lienholder to performance under this **Agreement**.

6. Administrator is deleted in its entirety and replaced with the following: **Our Right to Cancel This Agreement:** **We** may cancel this **Agreement** based on one or more of the following reasons: (1) non-payment of the **Agreement** Purchase Price; (2) a material misrepresentation made by **You**; or (3) a substantial breach of duties by **You** under the **Agreement** relating to the **Unit** or its use. If this **Agreement** is canceled by **Us** within thirty (30) days of the **Agreement** Purchase Price, a full refund of the total **Agreement** Purchase Price will be issued. If this **Agreement** is cancelled by **Us** after thirty (30) days, a pro rata refund of the total **Agreement** Purchase Price based on the greater of the days in force or the miles driven compared to the total **Agreement Term** will be issued. In the event of cancellation, the Lienholder identified on the **Schedule**, 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** not less than ten (10) days prior to the effective date of cancellation, where such cancellation is for non-payment of the **Agreement** Purchase 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 **Agreement** to the **Agreement** Holder to determine whether or not the **Unit** qualifies for the program. Except as set forth above, after sixty (60) days the **Unit** qualifies for the issued **Agreement** and the **Obligor** may not cancel the **Agreement** and is fully obligated under the terms of the **Agreement** sold to the **Agreement** Holder. If **We** cancel this **Agreement** and a refund is owed, the refund will be paid or credited within thirty (30) days from the effective date of the cancellation.

INSURANCE STATEMENT is amended as follows: **Our** performance under this **Agreement** is insured by an insurance policy issued to **Us** by the insurance company listed in the **INSURANCE STATEMENT** section. If **You** cancel this **Agreement**, **You** may apply for a refund with the insurance company. The warranty of merchantability on the **Unit** is not waived if the **Agreement** was purchased within ninety (90) days of the purchase date of the **Unit**, and the provider or the service contract **Seller** also sold the **Unit**.

If **You** are in need of emergency repairs and are unable to contact **Us** for prior authorization, then **You** may take **Your Unit** to any **Repair Facility** to have the repairs performed prior to authorization by **Us**. In such a case, **You** must contact **Us** as soon as possible to open a claim file. Failure to obtain prior authorization from **Us** prior to the performance of a repair will not invalidate a covered claim if **You** show

that it was not reasonably possible to do so. Additionally, failure to furnish **Us** with copies of repair orders and other requested receipts or documents within thirty (30) days of the repair will not invalidate a covered claim if **You** show that it was not reasonably possible to do so.

The **DISPUTE RESOLUTION/ARBITRATION CONTRACT AND CLASS ACTION WAIVER** section is amended as follows: The Insurance Commissioner of Washington is the Service Provider's attorney to receive service of process in any action, suit or proceeding in any court, and the state of Washington has jurisdiction of any civil action in connection with this **Agreement**. Arbitration proceedings shall be held at a location in close proximity to the **Agreement** Holder's permanent residence.

WASHINGTON D.C.

CANCELLATION, 3., is amended as follows: If the **Agreement** Holder cancels within the first thirty (30) days, a ten percent (10%) penalty per month shall be added to a refund not paid or credited within forty-five (45) days after return of the **Agreement** and upon receipt of the **Administrator**. The cancellation fee may not exceed ten (10%) percent of the **Agreement** Purchase Price.

6. Administrator is amended as follows: In the event of cancellation by the **Obligor**, the notice of cancellation will include the effective date of, and reason for, the cancellation.

This **Agreement** is amended to include: At the sole discretion of the **Administrator**, replacement may be made with new, remanufactured, non-OEM or used parts, which are of a like kind and quality comparable with the original design specifications and wear tolerances of **Your Unit**.

WEST VIRGINIA

CANCELLATION, 3., is amended as follows: The cancellation fee does not apply in West Virginia.

If a covered claim is not paid within fifteen (15) working days from the agreed upon settlement, **You** may file a claim directly with the insurance company listed in the **INSURANCE SETTLEMENT** section of this **Agreement**.

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

WISCONSIN

THIS AGREEMENT IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE.

CANCELLATION, 3., is deleted in its entirety and replaced with the following: **You** may cancel this **Agreement** for any reason within thirty (30) days of the **Agreement** Purchase Date, or thirty (30) days from mailing if the **Agreement** is provided to **You** by mail, and receive a full refund of the total **Agreement** Purchase Price, less any claims paid or made. The **Agreement** Holder may cancel this **Agreement** for any reason after thirty (30) days and receive a pro rata refund of the total **Agreement** Purchase Price less the cancellation fee. The cancellation fee may not exceed the lesser of fifty dollars (\$50) or ten percent (10%) of the amount paid by the **Agreement** Holder. 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 **Agreement** to the **Obligor** or **Administrator**.

6. Administrator is amended as follows: **We** may only cancel this **Agreement** for non-payment of the **Agreement** Purchase Price, material misrepresentation by **You** to the **Obligor** or **Administrator**, or substantial breach of duties by **You** relating to the **Unit** 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 this **Agreement** within thirty (30) days of the **Agreement** Purchase Date, a full refund of the total **Agreement** Purchase Price will be issued. At any other time, **We** will refund 100% of the unearned pro rata **Agreement** Purchase Price, based on the greater of the days in force or the miles driven compared to the total **Agreement** Term will be issued, less any claims paid. In the event of a total loss of property covered by the **Agreement** that is not covered by a replacement of the property pursuant to the terms of the **Agreement**, an **Agreement** Holder shall be entitled to cancel the **Agreement** and receive a pro-rata refund of the unearned **Agreement** Purchase price, less any claims paid. If a covered claim is not paid within sixty (60) days after an **Agreement** Holder provides proof of loss, or if the **Obligor** becomes insolvent or otherwise financially impaired, the **Agreement** Holder may file a claim directly with the insurance company listed in the **INSURANCE STATEMENT** section of this **Agreement**, for reimbursement, payment, or provision of service. In the state of Wisconsin, preauthorization of repair work is required by **Us**. However, if extenuating circumstances prevent **You** from obtaining preauthorization, **We** will not deny a claim based solely on the lack of preauthorization. **We** have the right to subrogation collections, but only after **You** have been made whole and are fully compensated for damages.

WYOMING

CANCELLATION 3., is amended to add the following: If a full refund is due **You** under this **Agreement**, a ten percent (10%) penalty per month shall be added to a refund that is not made within forty-five (45) days of return of this **Agreement** to **Us**. **F. Administrator** is amended as follows: **We** shall mail written notice to **You** at **Your** last known address in the records of the **Obligor** at least ten (10) days prior to cancellation by the **Obligor**. Prior notice is not required if the reason for cancellation is non-payment of the **Agreement** Purchase Price, a material misrepresentation by the **Agreement** Holder to the **Obligor** or a substantial breach of duties by the **Agreement** Holder relating to the **Unit** or its use. The notice shall state the effective date of the cancellation and the reason for cancellation.

The **DISPUTE RESOLUTION/ARBITRATION CONTRACT AND CLASS ACTION WAIVER** is deleted in its entirety.