

AUTHORIZED REPRESENTATIVE'S SIGNATURE

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CUSTOMER'S SIGNATURE

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We will not disclose information about YOU to anyone, except as authorized or mandated by law.												

ATG BRONZE 9.20.2022

DATE

Vehicle Service Contract

A. DEFINITIONS

The following terms have specific meaning when capitalized and used within this CONTRACT:

- 1. **ADMINISTRATOR:** means U.S. Auto Management, LLC. The Administrator's address is 583 West Skippak Pike, Blue Bell, PA 19422, 1-833-344-8273. The ADMINISTRATOR is who YOU contact for any MECHANICAL BREAKDOWN for covered repairs under this CONTRACT, cancellations, refund and any other questions or concerns regarding YOUR CONTRACT. The ADMINISTRATOR is also responsible to provide authorization for any covered repairs for MECHANICAL BREAKDOWN or failure under this CONTRACT and any other benefits this CONTRACT may provide YOU.
- 2. YOU, YOUR: means the contract holder named on the REGISTRATION PAGE of YOUR CONTRACT.
- 3. **CONTRACT:** means this Vehicle Service Contract, which includes the REGISTRATION PAGE.
- 4. **COVERAGE PLAN:** means the specific Plan which YOU purchased as indicated in the Coverage Plan section on the REGISTRATION PAGE of YOUR CONTRACT, WHICH Plan provides coverage for the COVERED PARTS is described more fully under the applicable provisions in the Coverage Description section, subject to app and including any related benefit(s) listed under the Additional Benefits section of this CONTRACT.
- 5. **COVERED PART OR COVERED COMPONENT:** means any part or component of the VEHICLE that is listed as a covered part or component under the Coverage Description section of this CONTRACT applicable to YOUR COVERAGE PLAN, and that is not excluded for any reason under the Coverage Description section or the Exclusions section of this CONTRACT.
- 6. **REGISTRATION PAGE:** means any part or component of the VEHICLE that is listed as a covered part or component under the Coverage Description section of this CONTRACT applicable to YOUR COVERAGE PLAN, and that is not excluded for any reason under the Coverage Description section or the Exclusions section of this CONTRACT.
- 7. **DEDUCTIBLE:** means the amount YOU must pay per visit for any covered repair, as listed on the REGISTRATION PAGE of this CONTRACT.
- 8. **DISAPPEARING DEDUCTIBLE**: in the event of a covered repair, the deductible will be waived only when the vehicle is repaired at the selling dealer where you purchased the vehicle and the vehicle service contract.
- 9. LABOR RATE: as defined in Section 1.
- 10. LABOR HOURS: means the labor time needed for the repair and/or replacement of any COVERED PART as based on a nationally recognized labor guide as selected by the ADMINISTRATOR, which is to be paid or reimbursed at the LABOR RATE for a covered repair.
- 11. **COMMERCIAL VEHICLE**: means any VEHICLE that is used for business purposes (to generate financial income, full or part-time). See the Commercial Vehicle section of this contract for additional information regarding coverage for eligible uses and exclusions.
- 12. **REPAIR FACILITY:** means any licensed automotive REPAIR FACILITY capable of performing repair services to a COVERED PART within the United States of America and Canada.
- 13. VEHICLE: means the VEHICLE described in the REGISTRATION PAGE of your CONTRACT.
- 14. **FACTORY OR DEALER WARRANTY:** means (a) the new warranty, certified pre-owned or other warranty or service contract furnished to YOU by the MANUFACTURER, or (b) the limited warranty furnished to YOU by, through or for the benefit of the DEALER, in connection with YOUR purchase or lease of your VEHICLE.
- 15. **MAINTENANCE RECORDS:** means any original receipts, invoices and any other documents that demonstrate all required maintenance has been performed at proper intervals as recommended by the MANUFACTURER of YOUR VEHICLE.
- 16. **MANUFACTURER:** means the company that manufactured YOUR VEHICLE, and any of its distributors, subsidiaries or other affiliates.
- 17. **DEALER:** means the dealer or seller who sold or leased YOU the VEHICLE.
- 18. **PRIOR AUTHORIZATION:** means the approval of and the approval number issued by the ADMINISTRATOR in respect to COVERAGE under YOUR CONTRACT. A PRIOR AUTHORIZATION is required from the ADMINISTRATOR before any repairs are performed on YOUR VEHICLE. Any costs for repairs or roadside assistance you incur without PRIOR AUTHORIZATION, when PRIOR AUTHORIZATION is required, will not be covered under this CONTRACT.
- 19. **WAITING PERIOD:** means the period and mileage requirements specified as the WAITING PERIOD on the REGISTRATION PAGE, both of which must be satisfied before coverage shall begin under this CONTRACT. However, if (a) you have purchased this CONTRACT while another service contract, FACTORY or DEALER WARRANTY or other warranty is in force for the VEHICLE that names YOU as the holder, (b) then the WAITING PERIOD may be shortened to end upon expiration of said contract or warranty, by time or mileage, if such expiration occurs before the WAITING PERIOD stipulated on the REGISTRATION PAGE of YOUR CONTRACT, and (c) thirty (30) days and one thousand (1000) miles will be added to the term of the CONTRACT.
- 20. MECHANICAL BREAKDOWN: means the MECHANICAL BREAKDOWN of any original or like replacement Covered Part identified in YOUR COVERAGE PLAN to work as it was designed to work in normal service, provided the VEHICLE has timely received the required maintenance as defined in the vehicle Maintenance Requirements section of YOUR Contract and does not include

work parts that are within manufacture tolerances. Please refer to the specific provisions of (a) YOUR COVERAGE PLAN to determine if a part is a Covered Part, and (b) the EXCLUSIONS section to determine when the failure of a COVERED PART is not considered a covered MECHANICAL BREAKDOWN.

- 21. **EFFECTIVE DATE:** means the start date and mileage as listed on the REGISTRATION PAGE of YOUR CONTRACT after which COVERAGE and benefits of YOUR CONTRACT will be made available to you.
- 22. **EXPIRATION DATE**: means the end date and mileage as listed on the REGISTRATION PAGE of YOUR CONTRACT after which YOUR CONTRACT will expire and no additional COVERAGE and benefits will be made available to you by US.
- 23. **PRE-EXISTING CONDITION:** means a condition that, within all reasonable probability existed in or on the VEHICLE prior to the CONTRACT purchase date indicated on the REGISTRATION PAGE.
- 24. **SERVICE CONTRACT PROVIDER, WE, US, OUR:** means U.S. Auto Management, LLC, 583 West Skippak Pike, Suite 200, Blue Bell, PA 19422, 1-833-344-8273 the party obligated under this Vehicle Service CONTRACT.

B. <u>GENERAL DISCLOSURES</u>

This CONTRACT is not a contract or policy of insurance, YOUR purchase of this CONTRACT is optional and will not be considered in the lease or purchase or credit approval process in respect to the VEHICLE.

OUR obligations under this Agreement are insured under a service contract reimbursement policy issued by Plateau Casualty Insurance Company, 2701 N. Main Street, Crossville, TN 38555, (888) 398-3632. In all states in which coverage is available, YOU are entitled to make a direct claim against the insurer in the event WE fail to pay any claim within (60) sixty days after the claim has been filed with US. This CONTRACT is not a contract or policy of insurance, YOUR purchase of this CONTRACT is optional and will not be considered in the lease or purchase or credit approval process in respect to the VEHICLE.

C. NOTICE AND OTHER CONSIDERATIONS

- 1. A MECHANICAL BREAKDOWN, loss, or damage that results from a pre-existing condition is not covered by this CONTRACT.
- 2. Not every part of YOUR VEHICLE is covered by this CONTRACT, and some conditions are excluded from coverage under this CONTRACT. Please review Coverage Description, Section D, Additional Benefits, Section E and Exclusions, Section F.
- 3. BY ENTERING INTO THIS CONTRACT, YOU DO NOT WAIVE ANY WARRANTIES THAT MAY BE IMPLIED BY LAW. OTHER RIGHTS AND REMEDIES MAY BE AVAILABLE TO YOU IF A PROBLEM CANNOT BE RESOLVED WITH US. THIS CONTRACT MAY DUPLICATE SOME WARRANTY COVERAGE UNDER A FACTORY OR DEALER WARRANTY. STATE AND FEDERAL LAWS MAY PROTECT YOUR INTEREST AS A CONSUMER. IN RESPECT TO THE MAGNUSON-MOSS WARRANTY ACT, THE CONTENTS OF THIS CONTRACT SHOULD BE INTERPRETED AND UNDERSTOOD TO MEAN A" SERVICE CONTRACT" AS USED THEREIN. THIS CONTRACT IS NOT:
 - a. AN AUTOMOBILE LIABILITY OR PHYSICAL DAMAGE INSURANCE CONTRACT OR POLICY;
 - b. A MECHANICAL BREAKDOWN INSURANCE CONTRACT OR POLICY;
 - c. AN INSURANCE CONTRACT OR POLICY OF ANY KIND; OR
 - d. AN EXPRESS, IMPLIED, GENERAL OR EXTENSION OF A WARRANTY
- 4. No DEALER or REPAIR FACILITY has the authority to modify or change any provision of this Plan. The express provisions of the Plan outline the sole benefits which We are obligated to provide; no other coverage is implied hereunder, and no coverage can be implied due to an oral or written misrepresentation, error or omission.
- 5. You and any person who is a transferee of this CONTRACT are responsible for maintaining in force any FACTORY or DEALER WARRANTY provided in respect to the Vehicle. The failure by YOU or a transferee to maintain in force any such Factory or Dealer Warranty can result in nonpayment of a claim if the FACTORY or DEALER WARRANTY would have covered such claim had such warranty remained in force.

D. <u>COVERAGE DESCRIPTION</u>

YOUR CONTRACT PERIOD begins on the EFFECTIVE DATE and ends on the EXPIRATION DATE or when the VEHICLE'S odometer indicates the VEHICLE has reached the EXPIRATION MILEAGE limit, whichever occurs first. The EFFECTIVE DATE, EXPIRATION DATE and EXPIRATION MILEAGE are indicated on the REGISTRATION PAGE.

We will pay or reimburse YOU for costs WE approve, in excess or any Deductible, necessary to repair or replace COVERED PART listed below, that failed due to MECHANICAL BREAKDOWN, excluding (a) those parts that the manufacturer covers during their warranty term (full or certified), and (b) those items listed in Section F, Exclusions or any other applicable provisions of this CONTRACT. OUR duty to provide payment or reimbursement for a COVERED PART replacement or repair, and related labor is subjected to all applicable provisions of this CONTRACT. The specific Coverage Plan below which YOU selected is indicated on the REGISTRATION PAGE.

Bronze PLAN

- 1. TRANSMISSION (Automatic or Manual/Standard): Internally lubricated part as follows, torque converter, vacuum modulator valve body, drums, bushings, gears, shafts, synchronizers, internal linkage, pump. Transmission case, transfer case and transmission pan if damaged by a covered internal lubricated part.
- 2. DRIVE AXLE (Front and Rear): Housing(s) and cover if damage by internally lubricated part. Internally lubricated parts including: locking hub mechanisms, axle shafts, universal joints, constant velocity shaft or joint or both, drive shaft center bearings, supports, propeller shafts, unless boot is broken split damaged or leaking.
- 3. TRANSFER CASE (all-wheel drive or four-wheel drive): Transfer Case including: Chains, Gears, Planetary Gears, Ring, pinion, Shift Forks, Bearing, Bushing, Oil Pump, shafts Washers, sprockets, and sleeves.
- 4. TRANSMISSION (Automatic or Manual/Standard): Internally lubricated part as follows, torque converter, vacuum modulator valve body, drums, bushings, gears, shafts, synchronizers, internal linkage, pump. Transmission case, transfer case and transmission pan if damaged by a covered internally lubricated part.
- 5. ENGINE: Cylinder block, cylinder head(s) if damage by internally lubricated parts. Internally lubricated parts as follows: pistons, piston rings and pins, crankshaft and main bearings, connecting rods and rod bearings, camshaft and bearings, pushrods, rocker arms, valves, valve springs, seats and guides, lifters, followers, oil pump, timing chain, timing gear.
- 6. DIFFERENTIAL ASSEMBLY (Front and Rear): Differential Housing (if damaged by a covered internally lubricated part), Axle Shaft, Ring and Pinion, Bearings, Bushings, Washers, all other internal parts contained with the differential assembly.
- 7. SEALS AND GASKETS COVERAGE: Seals and gaskets are covered in conjunction with the repair of a Covered Part for which You received Prior Authorization.
- 8. COOLING: Radiator, radiator fan blade and motor, fan clutch, water pump.
- 9. FUEL SYSTEM: Lift pump, High pressure fuel pump, injector pump and steel fuel delivery lines.
- 10. TURBO CHARGER/SUPER CHARGER: Available for Surcharge as listed in Optional Coverages
- 11. A/C-HVAC: Compressor, evaporator condenser. Freon, evacuation and recharge, receiver drier, expansion valve and orifice tube are covered only in conjunction with a covered component.
- E. **OPTIONAL COVERAGES** Surcharges may need to be selected if an optional coverage is not part of the base plan coverages. All surcharges may not be available for every coverage.
 - COMMERCIAL USE: 1 ton and under, Messenger, Route Sales or Services, Inspections/Examinations Maintenance or Repair,
 Gardening and carrying tools and supplies to and from job sites. Trailering must not exceed maximum capacity. Vehicles
 used for Livery are not covered.
 - 2. DIESEL: Under 1 ton. Exclusionary Contracts Evaporative components are not covered. This needs to amend your current engine coverage to cover diesel engines and their components.
 - 3. ENTERTAINMENT PACKAGE: Adds coverage to manufacturer installed entertainment packages as follows but not limited to: Liquid Crystal Displays, Monitors, Global Positioning Systems, Radar, Collision Avoidance, Lane Change Assistance Components, Entertainment Systems; Audio or Video, Cameras (exception mirrors), Telephone, and Internet Communication Systems, Digital Disk Players.
 - 4. ENHANCED LABOR RATE-DOMESTIC: This will increase Labor Rate to \$140.00 per hour.
 - 5. ENHANCED LABOR RATE-EURO: This will increase the Labor Rate to \$175.00 per hour.
 - 6. LIFT KIT: (up to 6 inches): If You purchase on the Registration Page and paid the appropriate surcharge, this coverage it extends eligibility to YOUR VEHICLE with a maximum of six (6) inches of a professionally installed suspension lift and a maximum of four (4) inches of oversized tires larger than the manufacturer's specifications. The option only extends eligibility to the Vehicle under the Agreement and does not cover the lift kit or the tires.
 - 7. SEALS AND GASKETS: All Seals and Gaskets of covered components.
 - 8. TURBO CHARGER/SUPER CHARGER: Internally lubricated components of the Turbo Charger/Super Charger for factory installed equipment.
 - 9. Ride Share: This optional coverage will qualify your vehicle for coverage if used for ride share such as Uber/Lyft or similar applications.
 - 10. 4WD/AWD: All internally lubricated factory installed parts as follows: Constant Velocity Joints (Unless boot is damaged or missing) Universal Joints, Planetary Gears, Bushings, Transaxle Housings, Differential Housings, Final Drive Housings, Axle Shafts.

ATG BRONZE 9.20.2022

F. ADDITIONAL BENEFITS

The ADDITIONAL BENEFITS identified under the Sections below become available to YOU after the WAITING PERIOD concludes, at which time the services in issue will be available 24 hours a day, 365 days a year, while YOUR CONTRACT remains in force and subject to the following terms and conditions.

The Roadside Assistance benefits identified in Section 1. below are ADDITIONAL BENEFITS provided for YOUR covered VEHICLE in connection with YOUR CONTRACT, except where prohibited by law, by our designated roadside assistance administrator, Roadside Protect, Inc., 1255 Hamilton Parkway, Itasca, IL 60143, tel. no. 1-866-592-3023. This service is available 24 hours a day, 365 days a year.

The Rental Car Reimbursement benefits identified in Section 2. below are ADDITIONAL BENEFITS provided for YOUR covered VEHICLE in connection with YOUR CONTRACT, except where prohibited by law, by the ADMINISTRATOR, U.S. Auto Management, LLC, 583 West Skippak Pike, Blue Bell, Pa 19422, tel. no. 1-833-344-8273. This service is available 24 hours a day, 365 days a year.

Emergency road service providers are independent contractors and are not employees, agents or representatives of the ADMINISTRATOR or Roadside Protect, Inc. The ADDITIONAL BENEFITS described below are intended to cover emergencies; they are not intended to be a substitute for proper vehicle maintenance or repair, and they do not include any coverage, payment or reimbursement for: parts, labor, tire repair, rental of the towing equipment, storage fees, or any labor performed at the service facility; any form of impound towing, or towing by someone other than a licensed service station or garage; assistance from a private citizen; or fines, taxes, or impound fees.

When YOU call the designated administrator, please be prepared to provide the following information: (a) YOUR Name, (b) YOUR VEHICLE'S VIN, (c) the location of YOUR VEHICLE, and (d) the nature of YOUR call (for example: YOU require a tow, YOUR vehicle will not start or is out of gas or requires tire service, etc.). YOU will be connected with a Roadside Assistance representative who will dispatch a local towing vendor.

- 1. ROADSIDE ASSISTANCE: YOUR CONTRACT provides YOU the following additional services, if YOUR VEHICLE is disabled, in the form of reimbursement for up to a maximum of:
 - a. One Hundred dollars (\$100.00) per occurrence for towing to the nearest repair facility acceptable to US, if required as a result of a MECHANICAL BREAKDOWN;
 - b. One flat tire change using YOUR good spare tire per year up to \$100;
 - c. One Hundred dollars (\$100) for a jump start, or toward the delivery charge to have fuel purchased by YOU delivered to Your VEHICLE; and
 - d. Up to one hundred dollars (\$100.00) for lockout assistance.
 - e. In respect to Roadside Assistance Service provided under this Section: (I) services may vary to conform to the laws of YOUR state; (ii) no deductible applies to the provision of a Roadside Assistance Service; (iii) a limit of three (3) roadside assistance events will be covered over the term of YOUR CONTRACT; and (iv) Roadside Assistance Services do not include:
 - Service if the operator is not with the disabled vehicle (however if YOU cannot remain with the VEHICLE for safety reasons, we will attempt to provide service)
 - Service if the VEHICLE was involved in an accident, theft or vandalism
 - Service for an RV, fleet vehicle, vehicle used off road; vehicle over 1- ton capacity, commercial vehicle
 - The VEHICLE is already at a repair facility or is on roads where state/provincial providers are exclusively utilized
 - Towing or service on roads not regularly maintained, including private property.
 - Installation or removal of snow chains, or dismounting, repairing, or rotating tires.
 - Vehicle storage charges, cost of parts and installation, products, materials, impounding, and additional labor related to towing.
 - Service if the VEHICLE has an expired safety inspection, license plate, and/or emission sticker where required by
 - Service if the VEHICLE is not in a safe condition to be towed.
 - Service in areas not regularly traveled, such as vacant lots, beaches, open fields or other places that would be hazardous for service.
- 2. RENTAL CAR REIMBURSEMENT: YOUR CONTRACT provides YOU the following additional benefits If YOU require alternate transportation due to a covered MECHANICAL BREAKDOWN. This CONTRACT provides reimbursement for the expense of a rental car up to thirty-five dollars (\$35.00) per day, to a maximum of 6 days and a total of two hundred ten dollars (\$210.00) per MECHANICAL BREAKDOWN. Rental car reimbursement is based on a recognized industry flat rate time required to repair YOUR VEHICLE according to the following criteria:
 - a. If the repair time required is a minimum of six hours, we will allow a one-day car rental and reimburse YOU a maximum of thirty-five (\$35.00) for that rental;

- b. If the repair time required is a minimum of twelve hours, we will allow a two-day car rental and reimburse YOU a maximum of seventy dollars (\$70.00) for that rental;
- c. If the repair time required is more than eighteen hours, we will allow a three-day car rental and reimburse YOU a maximum of one hundred five dollars (\$105.00) for that rental;
- d. If the repair time required is more than twenty-four hours, we will allow a four-day car rental and reimburse YOU a maximum of one hundred forty dollars (\$140.00) for that rental;
- e. If the repair time required is more than thirty hours, we will allow a five-day car rental and reimburse YOU a maximum of one hundred seventy-five dollars (\$175.00) for that rental; and
- f. If the repair time required is more than thirty-six hours, we will allow a six-day car rental and reimburse YOU a maximum of two hundred ten dollars (\$210.00) for that rental; and
- g. No deductible applies to the provision of Rental Car Reimbursement.

In respect to rental car benefits services provided under this Section, rental car reimbursement is valid only for expenses actually incurred from the date of the MECHANICAL BREAKDOWN until the date repairs are completed. Rental car reimbursement does not include any expense for items such as MILEAGE, GASOLINE, MAINTENANCE, INSURANCE OR COLLISION DAMAGE WAIVER CHARGES, OR OIL CHANGES.

G. EXCLUSIONS — The following items are not covered by this CONTRACT:

- 1. REPAIRS PERFORMED OUTSIDE THE UNITED STATES OR CANADA.
- REPAIRS PROHIBITED BY A FEDERAL, STATE OR LOCAL LAW, REGULATION, OTHER AUTHORITY OR AGENCY.
- 3. ANY WORK PERFORMED TO IMPROVE COMPRESSION OR REDUCE OIL OR FUEL CONSUMPTION, OR OTHER WORK, WHEN A MECHANICAL BREAKDOWN HAS NOT OCCURRED.
- 4. ANY REPAIR IF A NON-AUTHORIZED PERFORMANCE PART OR EQUIPMENT CAUSED OR CONTRIBUTED TO THE MECHANICAL BREAKDOWN.
- 5. ANY REPAIR OF AIRBAG(S) DEPLOYED DUE TO COLLISION. YOU SHOULD CONTACT YOUR DEALER OR THE MANUFACTURER IMMEDIATELY IF YOU BELIEVE THERE IS A DEFECT IN THESE PARTS.
- 6. ANY AFTERMARKET TURBOCHARGER OR SUPERCHARGER, OR ANY ALTERATIONS TO A FACTORY INSTALLED TURBOCHARGER OR SUPERCHARGER.
- 7. IF ANY ALTERATIONS HAVE BEEN MADE TO YOUR VEHICLE OR YOU ARE USING OR HAVE USED YOUR VEHICLE IN A MANNER NOT RECOMMENDED BY THE MANUFACTURER, INCLUDING BUT NOT LIMITED TO, THE FAILURE OF ANY CUSTOM OR ADDON PART, ALL FRAME OR SUSPENSION MODIFICATIONS, LIFT KITS, ANY TIRE THAT IS NOT RECOMMENDED BY THE ORIGINAL MANUFACTURER IF IT CREATES AN ODOMETER/SPEEDOMETER VARIANCE OF GREATER THAN 3%, TRAILER HITCHES. ALSO NOT COVERED ARE ANY EMISSIONS AND/OR EXHAUST SYSTEMS MODIFICATIONS, ENGINE MODIFICATIONS, TRANSMISSION MODIFICATIONS, AND/OR DRIVE AXLE MODIFICATIONS, WHICH INCLUDES ANY PERFORMANCE MODIFICATIONS.
- 8. EXTERNAL NUTS, BOLTS AND FASTENERS ARE NOT COVERED.
- 9. OIL FILTERS, LUBRICANTS, COOLANTS, FLUIDS AND REFRIGERANTS ARE NOT COVERED UNLESS SUCH REPLACEMENT IS REQUIRED IN CONNECTION WITH A MECHANICAL BREAKDOWN.
- 10. ANY REAR WHEEL STEERING PART, WHICH INCLUDES BUT IS NOT LIMITED TO: REAR STEERING SHAFT AND COUPLINGS; POWER CYLINDER AND PUMP; ELECTRONIC CONTROL UNIT/ SOLENOID; PHASE CONTROL UNIT; STEPPER MOTOR; STEERING BOX; CONTROL VALVE; RACK; AND TIE ROD ENDS. LEAKING SEALS AND GASKETS AS "STAND ALONE" REPAIRS ARE NOT COVERED. SEALS AND GASKETS ARE COVERED IN CONJUNCTION WITH THE AUTHORIZED REPAIR OR REPLACEMENT OF A COVERED PART.
- 11. ANY CONSEQUENTIAL OR INCIDENTAL PECUNIARY OR SECONDARY DAMAGES, INCLUDING BUT NOT LIMITED TO: LOSS OF USE OF THE VEHICLE, LOSS OF TIME, INCONVENIENCE, LOST REVENUE, FAILURE TO REALIZE EXPECTED SAVINGS, OR ANY OTHER ECONOMIC LOSS OF ANY KIND.
- 12. NEGLIGENCE, ERROR, OR OMISSION ON THE PART OF ANY SERVICING DEALER, REPAIR FACILITY OR PROVIDER OF ROAD SIDE SERVICES, OR ANY MECHANICAL BREAKDOWN OR CONSEQUENTIAL DAMAGE TO YOUR VEHICLE CAUSED IN WHOLE OR PART BY SUCH NEGLIGENCE, ERROR OR OMISSIONS.
- 13. ANY SERVICE THAT THE MANUFACTURER RECOMMENDS PURSUANT TO A RECALL ANNOUNCEMENT, TECHNICAL SERVICE BULLETIN. OR SPECIAL SERVICE POLICY THAT APPLIES TO YOUR VEHICLE, AND ANY MECHANICAL BREAKDOWN OF AN OTHERWISE COVERED PART IF YOU FAIL TO HAVE THE VEHICLE REPAIRED OR REPROGRAMMED PURSUANT TO A NOTICE OF RECALL OR SERVICE BULLETIN, AND SUCH REPAIR OR REPROGRAMMING WOULD HAVE PREVENTED THE MECHANICAL BREAKDOWN, AND, ADDITIONALLY, IF THE FACTORY ASSUMES RESPONSIBILITY THROUGH ANY MEANS.
- 14. ANY REPAIR OF A SYSTEM, ANY EQUIPMENT OR PART IF IT IS DETERMINED THAT THERE IS A REASONABLE MECHANICAL PROBABILITY THAT THE CONDITION CAUSING THE FAILURE IS A PRE-EXISTING CONDITION, WHETHER KNOWN OR UNKNOWN AT THE TIME OF PURCHASE OF YOUR CONTRACT.

- 15. ANY FAILURE OF A COVERED PART NOT CAUSED BY A DEFECT IN A COVERED PART OR BY A DEFECT IN THE CRAFTSMANSHIP OR WORKMANSHIP OF THE FACTORY.
- 16. ANY REPAIR, REPLACEMENT OR REIMBURSEMENT COVERED BY ANY FACTORY OR DEALER WARRANTY, REPAIR FACILITY GUARANTEE, OTHER SERVICE CONTRACT, OR ANY INSURANCE COVERAGE.
- 17. EXPENSE FOR DIAGNOSTIC SERVICES RELATING TO:
 - a. A NONCOVERED PART OR SYSTEM, OR
 - b. A COVERED PART WHEN NO MECHANICAL BREAKDOWN OF THAT COVERED PART HAS OCCURRED.
- 18. REPAIRS NEEDED IN WHOLE OR IN PART DUE TO:
 - a. FAILURE TO STOP DRIVING OR PROTECT YOUR VEHICLE FROM FURTHER DAMAGE AFTER EVIDENCE OF A MECHANICAL BREAKDOWN APPEARS (E.G., WARNING LIGHT, SMOKE);
 - b. THE USE OF FUELS, OILS, FLUIDS OR LUBRICANTS OTHER THAN THOSE REQUIRED BY YOUR OWNER'S MANUAL OR AS OTHERWISE SPECIFIED BY THE MANUFACTURER;
 - c. FAILURE TO PERFORM MAINTENANCE SERVICES, OTHER NEGLIGENCE, MISUSE OR ABUSE (E.G., OVERLOADING, RACING, COMPETITIVE DRIVING ACTIVITIES OR SNOW PLOWING), OR FROM MODIFICATION, ALTERATION, TAMPERING, DISCONNECTION, IMPROPER TOWING, IMPROPER ADJUSTMENTS OR SERVICING, OR USING THE VEHICLE IN ANY MANNER NOT RECOMMENDED BY THE MANUFACTURER;
 - d. ACCIDENTAL LOSS, OR EXTERNAL CAUSES SUCH AS WAR, RIOT, VANDALISM, OR OTHER CAUSE BEYOND THE REASONABLE CONTROL OF THE PARTIES;
 - e. RUST, SALT, CORROSION, OVERHEATING, WATER INTRUSION/LEAKS, ACID RAIN, CHEMICALS, TREE SAP, HAIL, FLOOD, LIGHTNING, FIRE, WINDSTORM, EARTHQUAKES OR OTHER ENVIRONMENTAL CAUSES OR ACTS OF NATURE; VIBRATION, DETERIORATION, DISCOLORATION, DISTORTION, DEFORMATION AND/OR FADING; OR SLUDGE, CONTAMINATED FLUIDS, OR LUBRICANTS.
- 19. ANY REPAIR COST IF YOUR VEHICLE HAS BEEN USED FOR AN INELIGIBLE COMMERCIAL USE OR PURPOSE, INCLUDING BUT NOT LIMITED TO USE FOR HIRE OR FOR RENTAL, TAXI, LIMOUSINE OR SHUTTLE SERVICE, CHERRY PICKING, DUMPING, PLOWING SNOW FOR HIRE, HAULING, PLOWING, TOWING OR ROAD SERVICE OPERATIONS, POLICE, LAW ENFORCEMENT, FIRE, RANGER, AMBULANCE OR EMERGENCY OR RESCUE SERVICES.
- 20. ANY REPAIR COST:
 - a. IF THE ODOMETER IS ALTERED, DISCONNECTED OR INOPERABLE at any time after the original manufacture in-service date SO THAT THE MILES TRAVELED CANNOT BE ACCURATELY DETERMINED;
 - b. IF THE VEHICLE'S FACTORY WARRANTY HAS BEEN VOIDED FOR ANY REASON; OR
 - c. IF YOU FAIL TO PROVIDE ALL MAINTENANCE RECORDS FOR ROUTINE MAINTENANCE RELATING TO COVERED PARTS THAT SUSTAIN A MECHANICAL BREAKDOWN.
- 21. COVERED PARTS WHICH THE DEALER OR REPAIR FACILITY MAY RECOMMEND REPLACING BUT WHICH HAVE NOT EXPERIENCED A MECHANICAL BREAKDOWN AS DEFINED IN THE DEFINITIONS OF THIS CONTRACT
- 22. Any part not specifically listed in plan coverage.

H. COMMERCIAL VEHICLE USE

- 1. This CONTRACT may be available for certain types of COMMERCIAL VEHICLES as long as: (a) the VEHICLE is not rated over one (1) ton payload capacity and; (b) the appropriate surcharge is paid at time of CONTRACT purchase.
- 2. Only the following commercial applications are eligible for coverage under this CONTRACT when both conditions of G.1 have been met: delivery, messenger, route sales or services, inspections/examinations, maintenance or repair, gardening, and carrying hand tools to the job site.
- 3. COMMERCIAL VEHICLES are required to follow all original manufacturer's severe service scheduled maintenance and must not exceed maximum towing/load capacities. For specific information, consult YOUR owner's manual or a dealer who sells the make of YOUR VEHICLE.
- 4. VEHICLES used in any commercial manner not provided in G.2. above are not eligible for COVERAGE. Commercial uses not eligible for coverage include but are not limited to; taxi, limousine, shuttle, police or other emergency use, security service or any law enforcement agency, snow plowing, towing.

I. VEHICLE MAINTENANCE REQUIREMENTS

This CONTRACT requires VEHICLE maintenance to be performed as follows:

YOU must properly maintain YOUR VEHICLE by performing maintenance services, at the proper intervals, according to the
recommendations and requirements of YOUR Owner's Manual or as otherwise specified by the MANUFACTURER. Failure to
7 follow the recommendations and requirements made by the MANUFACTURER in YOUR VEHICLE Owner's manual or as
otherwise specified by the MANUFACTURER will result in a denial of claim.

- 2. YOU must retain all original receipts, invoices and any other MAINTENANCE RECORDS that demonstrate all required and recommended maintenance has been performed at proper intervals. WE may request that YOU produce MAINTENANCE RECORDS and may deny coverage if YOU fail to produce MAINTENANCE RECORDS that confirm that maintenance has been performed at proper intervals regarding YOUR VEHICLE. Handwritten receipts will not be accepted by US.
- 3. Coverage will be denied if YOU fail to perform maintenance services at proper intervals, or otherwise fail to properly maintain YOUR VEHICLE.
- 4. YOU must retain all original documents that demonstrate the amount YOU paid to purchase YOUR VEHICLE
- 5. COVERAGE may be denied if YOU fail to perform maintenance service at a licensed REPAIR FACILITY.

J. IN THE EVENT OF A MECHANICAL BREAKDOWN

- 1. To initiate a claim for a MECHANICAL BREAKDOWN, YOU should go to a repair facility and ask the repair facility to call the ADMINISTRATOR to start YOUR claim. In the event that YOUR VEHICLE has a MECHANICAL BREAKDOWN after the repair facility's customary business hours, YOU may call the ADMINISTRATOR at 1-833-344-8273. The repair facility cannot authorize a claim on YOUR behalf.
- 2. Once the repair facility has called the ADMINISTRATOR and started YOUR claim pursuant to Section L.1., YOU must present YOUR VEHICLE to the DEALER for service, subject to the following requirements:
 - a. YOU must authorize that Repair facility to tear down YOUR VEHICLE or to diagnose a problem, subject to YOUR obligations under this CONTRACT, and Section F, Exclusions.
 - b. YOU must pay any applicable DEDUCTIBLE to the DEALER.
 - c. WE reserve the right to inspect YOUR VEHICLE to gather diagnostic or other necessary information regarding any claim. At OUR discretion, WE may move or tow YOUR VEHICLE to a Repair facility at no expense to YOU, in order to inspect YOUR VEHICLE for these purposes.
- 3. Service obtained from any person other than the Repair facility that has received pre approval is not reimbursable under this CONTRACT unless the MECHANICAL BREAKDOWN occurs more than 50 miles away from the DEALER, and YOU RECEIVE AN AUTHORIZATION NUMBER BEFORE THE SERVICE. In this event, the following requirements apply:
 - a. YOU must take YOUR VEHICLE to a REPAIR FACILITY in the UNITED STATES which has an ASE licensed mechanic capable of and appropriate equipment for diagnosing and repairing Your vehicle. If you are traveling in Canada, take YOUR VEHICLE to the nearest REPAIR FACILITY in the UNITED STATES or Canada which has an automotive professional capable of and appropriate equipment for diagnosing and repairing YOUR VEHICLE. In either instance, and in the event of an emergency when neither of the foregoing options is possible, YOU AND YOUR REPAIR FACILITY MUST OBTAIN PRIOR AUTHORIZATION FROM THE ADMINISTRATOR, BY CALLING TOLL FREE 833-344-8273, BEFORE INCURRING ANY REPAIR COSTS. A REPAIR FACILITY cannot authorize a claim on YOUR behalf.
 - b. YOU must authorize the REPAIR FACILITY to tear down YOUR VEHICLE or to diagnose a problem, subject to YOUR obligations under this CONTRACT, and Section F, Exclusions.
 - c. YOU must pay any applicable DEDUCTIBLE to the authorized REPAIR FACILITY.
 - d. WE reserve the right to inspect YOUR VEHICLE to gather diagnostic or other necessary information regarding any claim. At OUR discretion, WE may move or tow YOUR VEHICLE to a different REPAIR FACILITY, at no expense to YOU, in order to inspect YOUR VEHICLE for these purposes.
- 4. Authorized repairs will be made using remanufactured replacement parts. If remanufactured replacement parts are not available, We in our discretion may authorize the DEALER or the REPAIR FACILITY to use replacement parts of like kind and quality, which may include used parts or after-market parts, as customarily used in the automobile industry, or new parts. Labor cost will be determined by Mitchell ProDemand and AllData. Charges must not exceed the published manufacturer suggested retail price and the labor hours must not exceed the industry standard times to repair or replace the covered parts according to Mitchell ProDemand and AllData. We will pay an hourly labor rate up to \$110.00 per hour or a \$140.00 per hour labor rate if the Enhanced labor rate-Domestic is selected for most the following vehicles Acura Buick, Cadillac, Chevrolet, Chrysler, Dodge, Fiat, Ford, GMC, Honda, Hyundai, Infinity, Jeep, Kia, Lexus, Mazda, Mercury, Mitsubishi, Nissan, Ram, Saturn, Scion, Smart, Subaru, Toyota, Volkswagen. We will pay up to \$140.00 or \$175.00 labor rate per hour if the Enhanced labor rate-Euro is selected for the following manufactures: Land Rover, Jaguar, Mercedes, Porsche, Audi, BMW, Mini, Saab, Volvo. You are responsible for the deductible, tax, shop supplies, disposal fees, overage in labor rate and anything else not discussed at time of approval at the time that the approval is made with your Repair facility.
- 5. In the event that roadside assistance is needed, please call at 1-866-592-3023 get authorization to utilize the road side assistance benefits under YOUR CONTRACT.

K. SERVICE TERRITORY

This CONTRACT applies only to a MECHANICAL BREAKDOWN occurring within the United States of America and Canada.

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L. LIMITED OF LIABILITY

- 1. Under this CONTRACT, OUR: (a) total liability for all MECHANICAL BREAKDOWN claims and other benefits shall not exceed \$8,000 or the total purchase price which YOU paid to purchase or lease the VEHICLE, which does not include tax, tags or title fees, and (b) liability for a single MECHANICAL BREAKDOWN claim shall not exceed the Actual Cash Value (ACV) of the VEHICLE as indicated in the then current NADA Official Used Car Guide as "average trade-in" value at the time immediately preceding the MECHANICAL BREAKDOWN, taking age, mileage and condition into consideration. The lesser of the two applies.
- Liability shall be limited to the reasonable price for repair or replacement of any COVERED PART and the reasonable amount
 of LABOR HOURS. At the ADMINISTRATOR'S discretion, replacement parts may include new parts, or parts of like kind and
 quality, which may include used parts, after-market parts or remanufactured parts, as customarily used in the automobile
 industry.
- 3. YOU will be responsible for the cost of all MECHANICAL BREAKDOWN repairs that exceed the limits of our liability under Section K.1 or Section K.2 of this CONTRACT.
- 4. The ADMINISTRATOR shall not be required to authorize or pay for any repair amounts if any needed repair(s) or maintenance service(s) were not performed or not timely performed on the vehicle and were related in any manner to the MECHANICAL BREAKDOWN.
- 5. The ADMINISTRATOR shall not be liable to YOU for consequential damages or injuries, nor for any costs or expenses that provide betterment, upgrade, or enhancement to YOU or YOUR VEHICLE.
- 6. This limit of liability applies regardless of the cause and regardless of the legal theory asserted.
- 7. There are no warranties that extend beyond the description on the face hereof. The warranties of merchantability and fitness for a particular purpose are expressly excluded and disclaimed.

M. TRANSFER OF CONTRACT

- 1. This CONTRACT may only be transferred by the original CONTRACT purchaser.
- 2. The Original CONTRACT purchaser must contact US and submit all of the following information and documentation at the time of the transfer request in order for the transfer to take place:
 - a. A fifty dollars (\$50.00) administrative processing fee to be made payable to US either by check, electronic check, credit or debit card; and
 - b. A copy of proper documentation evidencing changes of ownership and mileage at the date of sale, including a notarized bill of sale signed by both parties;
- 3. This CONTRACT may be transferred to a different private owner of the VEHICLE, and the transferee of this CONTRACT is bound by and subject to all terms and conditions of this CONTRACT;
- 4. The VEHICLE may be subject to inspection at OUR discretion and OUR expense and transfer must take place within thirty (30) days of change of VEHICLE ownership or VEHICLE;
- 5. This CONTRACT may not be transferred to a commercial business, a vehicle dealer, or a customer of a vehicle dealer, or a commercial use application user;
- 6. In the event the VEHICLE is transferred to a new owner, the FACTORY or DEALER WARRANTY regarding the VEHICLE must be transferred to a new owner;
- 7. If the FACTORY or DEALER WARRANTY are not transferred when YOU transfer ownership of the VEHICLE to the transferee, this CONTRACT will not apply to any MECHANICAL BREAKDOWN of the VEHICLE that would have been covered under the FACTORY or DEALER WARRANTY for the original holder of this CONTRACT.

N. CANCELLATION

- 1. YOU may cancel YOUR CONTRACT:
 - a. Within thirty (30) days following the commencement of the CONTRACT period, YOU may cancel this CONTRACT and receive a full purchase price refund provided that no services have been rendered to or on behalf of YOU. If you seek to cancel this contract within thirty (30) days following the commencement of the CONTRACT period, and services have already been rendered in connection with this CONTRACT to or on behalf of YOU, the refund will be the lesser amount calculated as:
 - i. A time pro-rated amount, based upon the time expired since the CONTRACT was purchased
 - ii. A mileage pro-rated amount, based upon the number of miles the VEHICLE has been driven since YOU purchased the CONTRACT.
 - b. After thirty (30) days following the commencement of the CONTRACT period, YOU may cancel this CONTRACT. The refund will be the lesser amount calculated as:

- i. CONTRACT was purchased and less any claim payments, reimbursement or A time pro-rated amount, based upon the time expired since the service rendered to or on behalf of you during the CONTRACT period.
- ii. A mileage pro-rated amount, based upon the number of miles the VEHICLE has been driven since YOU purchased the CONTRACT and less any claim payments, reimbursement or service rendered to or on behalf of you during the CONTRACT period
- c. ALL CANCELLATION REFUNDS AFTER THIRTY (30) DAYS ARE SUBJECT TO A \$50 PROCESSING FEE.
- 2. WE may cancel this CONTRACT at any time if:
 - a. YOU fail to timely pay any part of the CONTRACT purchase price
 - b. YOU made a material misrepresentation or substantially breached YOUR duties under this CONTRACT relating to the VEHICLE or its use
 - c. The VEHICLE has been sold or traded or repossessed, unless this CONTRACT has been transferred in accordance with section Transfer of Contract
 - d. The VEHICLE identification number no longer can be read or has been altered
 - e. WE cannot determine the true mileage of the VEHICLE due to replacement, alterations, disconnection or failure of the Odometer
 - f. The VEHICLE has been declared a total loss or sold for salvage purposes
 - g. The VEHICLE has been modified for or used in any competitive events or used for an ineligible COMMERCIAL- USE or PURPOSE.
- 3. If WE cancel this Contract, WE will refund to you or the Lender (lienholder), as applicable, the lesser of:
 - a. A time pro-rated amount, based upon the time expired since the CONTRACT Effective Date; or
 - b. A mileage pro-rated amount, based upon the number of miles the VEHICLE has been driven since YOU purchased the CONTRACT.
- 4. If YOU are entitled to a refund under this CONTRACT, WE will pay the refund to YOU if YOUR purchase of this CONTRACT was not financed. If YOU financed YOUR purchase of this CONTRACT with a Lender, WE will issue a cancellation refund directly to that Lender unless YOU present to US written confirmation that YOU have paid the Lender in full all sums due under the Finance Agreement and the Lender has discharged all liens it had in respect to the Finance Agreement. YOU acknowledge that OUR payment of a cancellation refund to a Lender in respect to a Finance Agreement regarding the VEHICLE constitutes payment to YOU and YOU have no claim against US in respect to such payment. In the event of repossession or total loss of the VEHICLE, the LENDER may cancel this CONTRACT. The provisions of YOUR CONTRACT's cancellation section apply to all cancellation requests. No other rights or benefits under this CONTRACT transfer to the LENDER. A CONTRACT holder who obtains this CONTRACT through a Transfer is not eligible to request or receive a cancellation refund. SHOULD YOU OR WE CANCEL THIS CONTRACT, THIS CONTRACT SHALL TERMINATE IF WE ISSUE A REFUND TO YOU OR THE LENDER AND NO COVERAGE CAN BE REINSTATED FOR YOU.

O. SUBROGATION

In the event that WE pay any reimbursement or expense to YOU or for YOUR benefit in respect to services YOU obtained under the CONTRACT, WE shall be subrogated to all of the rights, claims and interest which YOU may have against any person or legal entity liable or responsible for the loss or incident in issue, to the extent of the amount paid or expense incurred by US. YOU agree to execute any documents WE require YOU to sign under this section Other Terms and avoid doing anything that would impair OUR rights. In respect to these benefits, YOU authorize US to sue, compromise, or settle in OUR name or YOUR name, or otherwise, all such claims, and you hereby agree that WE shall be fully substituted in Your place and subrogated to all of Your rights on account thereof. YOU agree to pay to US any amounts YOU recover that relate to benefits WE provided hereunder and agree that those amounts belong to US.

P. ARBITRATION; WAIVER

The parties agree that any dispute, claim or controversy (a "Dispute") that may arise out of or relate to this CONTRACT in any manner, including but not limited to a claim by You for breach of Contract, shall be resolved through binding Arbitration. Either party may make a written demand to the other party for Arbitration after we have attempted to resolve a Dispute through good faith negotiations for a period of 60 days. Arbitration will take place before a single arbitrator who is mutually acceptable to both parties and holds a certification recognized by the courts in the jurisdiction where the Arbitration will take place as to having been trained as an Arbitrator. If YOU and WE cannot agree, either side may ask a court of competent jurisdiction to select the arbitrator. YOU may select the location of the Arbitration provided that it is in the County or the judicial district that includes YOUR address listed in this Contract, or is in Montgomery County, Pennsylvania. WE may transfer the arbitration to Blue Bell, Pennsylvania, provided that the arbitration is conducted without the parties appearing in person. The Federal Arbitration Act (the "FAA"), 91 U.S.C. section 91 1 et seq. (and not any state or local laws) will govern the Arbitration. The

decision of the Arbitrator will be final and binding on the parties, except for any right of appeal under the FAA. YOU understand and agree that because the parties have agreed to resolve disputes by binding Arbitration, YOU do not have the right to go to court to resolve a Dispute. However, an Arbitration award may be entered in any court with jurisdiction over the other party. In the event this Arbitration provision is not enforceable in YOUR state, the parties agree to waive and forever give up the right to a trial by jury, which means that in the event of a lawsuit between the parties, the Dispute will be decided by a judge alone. CLASS ACTION WAIVER. YOU agree that any Arbitration or court proceeding involving a Dispute will only consider and determine YOUR individual claim(s), and will not be conducted as a class action or on a representative basis, even if YOU are not a named party.

Q. INDIVIDUAL STATE VARIANCE REQUIREMENTS

If YOU purchased this CONTRACT in the state listed below, the following additional information applies to YOUR CONTRACT.

Alabama - A twenty-five-dollar (\$25) cancellation fee is applicable. The Cancellation of Contract section of this Contract is amended to add the following: We may cancel this Contract by mailing a written notice to You at Your last known address, stating the reason for the cancellation and the effective date at least five (5) days before the cancellation effective date. Written notice of cancellation is not required if the Contract cancellation is due to either nonpayment of the Contract Sale Price by You or a material misrepresentation by You to Us relating to the covered Vehicle or its use. The right to cancel within the first thirty (30) days from the original Contract Sale Date when no Claim has been made applies only to You as the original Contract Holder and is not transferable. A ten percent (10%) penalty per month shall be added to a refund that is not made within forty-five (45) days of return of this Contract to Us.

Alaska - Cancellation of Contract is amended as follows: We will retain a cancellation fee of seven- and one-half percent (7.5%) of the unearned pro rata Contract purchase price, not to exceed fifty dollars (\$50); to be based on the days in force, as related to Your Contract's term. If a refund is not paid by Us within forty-five (45) days after Your return of the Contract to Us, we will pay You a penalty of ten percent (10%) of the purchase price for each thirty (30) day period the refund remains unpaid.

Arizona - Cancellation of Contract is amended to include the following: The cancellation fee shall not exceed the lesser of fifty dollars (\$50) or ten percent (10%) of the gross purchase price paid by You. Your Contract may not be canceled due to acts or omissions of the service company, assignees, or sub-contractors for their failure to provide correct information or their failure to perform the services in a timely and competent manner; parts or components repaired or replaced under this Contract may not be excluded; this Contract cannot be canceled or voided by the service company or its representatives for Pre-Existing conditions, prior use or unlawful acts relating to the product, misrepresentation by either the service company or its subcontractors, ineligibility for the program, including gray market, high performance, and GM diesel autos. All exclusions shall ONLY apply to occurrences after the Contract start date or while owned by You. The arbitration clause does not preclude an Arizona consumer's right to file a complaint with the Arizona Department of Insurance Consumer Affairs Division for relief under the provisions of Arizona revised statutes (ARS) §§ 20-1095.04 and/or 20-1095.09. Pursuit to AAC R20-6-407E (2), No claim incurred or paid shall be deducted from the amount of a cancellation refund. Time and mileage equivalent to the Waiting Period indicated on the Declaration Page will be added to the term of this Contract.

Arkansas - Arbitration Provision is amended with the following addendum: Arbitration is voluntary and non-binding per Ark. Code Ann. 23-79-203(a).

Colorado - This contract is insured by an Insurance Policy issued by Plateau Casualty Insurance Company, 2701 N Main Street, Crossville, TN 32256, Tel: 800-752-8382, Policy Number: 730472-CO

Connecticut - If this contract is for less than one (1) year, it will be automatically extended while any covered repairs under this Contract are being completed and YOUR VEHICLE is in the custody of a licensed repair Facility. The extension period of this CONTRACT will be equal to the time that YOUR VEHICLE is at a licensed repair facility.

This Service Contract does not offer in-home service. The costs of transporting Your Vehicle will not be paid by the Administrator. Arbitration Provision is amended to include the following: In the event You have a complaint and we cannot reach an agreement, you may file a formal written complaint with the Consumer Affairs Division of the Insurance Department. The complaint shall contain a short and plain description of the nature of the dispute, including a description of any attempts made to resolve the dispute and the results of such attempts. You shall state the purchase or lease price of the item subject to the extended warranty, cost of repair of the item and shall include a copy of the extended warranty contract or agreement. The complaint shall be mailed to: State of Connecticut – Insurance Department, P.O. Box 816, Hartford, CT 06142-0816 ATTN: Consumer Affairs.

General Provisions is amended to include the following: Sixty (60) days after proof of loss is filed You may file a claim with the insurer. Please contact the insurer listed for further instructions on filing a claim.

Cancellation of Contract is amended to include the following: 4. This Contract may be canceled by You if Your Vehicle is returned, sold, lost, stolen or destroyed. Cancellation of Contract: "Odometer statement is not required in order to cancel this Contract."

Georgia - Arbitration Provision is deleted in its entirety. Contract Holder Responsibilities and Maintenance Requirements, the following statement: "Make certain Your odometer is properly functioning as a faulty odometer will void this Contract" is amended ATG BRONZE 9.20.2022

as follows: "Make certain Your odometer is properly functioning as a faulty odometer may result in Claim denial." Cancellation of Contract is amended as follows: The cancellation fee is the lesser of fifty dollars (\$50) or ten percent (10%) of refund amount. Any refund not paid within sixty (60) days shall include a penalty of twenty-five percent (25%) of the refund amount plus interest equal to eighteen percent (18%) per annum until refund is made. We may cancel the Contract for non- payment, fraud, and material representation. A notice of cancellation must be mailed to the contract holder with at least thirty (30) days' notice if the cancellation is for Fraud or Material Misrepresentation, or the Agreement has been in effect for sixty (60) days or more. A notice of cancellation must be mailed to the contract holder with at least ten (10) days' notice in the event of cancellation for non-payment of Agreement purchase price, or if the Agreement has been in effect less than sixty (60) days. Waiting period (when applicable) time and mileage must be added to the end of contract term. Claims paid will not be deducted from any refund. Cancellation fee does not apply if We cancel this Contract. Following an issuer cancellation, the holder shall be refunded 100 percent of the unearned pro rata purchase, less any claims made.

Illinois - A failure caused by gradual reduction in operating performance due to wear and tear is not covered under the terms of this Contract. The cancellation fee shall not exceed the lesser of \$50 or 10% of the Contract purchase price. The obligor is the party responsible for honoring cancellation requests. The selling dealer, however, can handle your request for cancellation on behalf of the obligor.

Indiana - This vehicle service Contract is not insurance, and not subject to Indiana insurance law.

Iowa - Written inquiries or complaints should be mailed to the Iowa Insurance Commissioner at the following address: 1963 Bell Avenue, Suite 100 Des Moines, IA 50315.

Cancellation of Contract is amended to include the following: The cancellation fee shall not exceed the lesser of \$50.00 or 10% of the Contract purchase price. Cancellation of Contract is amended to include the following: A 10% penalty will be added each month to any refund that is not paid within 30 days of the return of the Contract to Us. If the Contract is cancelled by Us, you will be mailed a notice of cancellation at least 15 days prior to the effective date of the cancellation stating the effective date of and reason for the cancellation.

Kentucky - Rental benefits only apply in the event of Mechanical Failure/Breakdown of covered Vehicle.

Louisiana - Any concerns or complaints regarding this Contract may be mailed to the Louisiana Attorney General's office at: 1885 N 3rd St. Baton Rouge, LA 70802.

Maine - If You cancel within the first thirty (30) days, and no claim has been made, the Contract will be void. The right to void the Contract is not transferable and applies only to the original Contract Holder. If You cancel within the first thirty (30) says, a 10% penalty per month shall be added to a refund not paid or credited to Your account within forty-five (45) days after return of the Contract. If You cancel this Contract within the first thirty (30) days and a claim has been made or if You cancel after the first thirty (30) days, you will receive a refund of 100% of the unearned pro-rata purchase price, less any claims paid and a cancellation fee not to exceed 10% of the service contract price.

Maryland - B. General Disclosures is amended to include the following: You are entitled to make a claim directly against the insurer in the event WE fail to pay any refund within (60) sixty days.

Cancellation of Contract is amended to include the following: The Cancellation Fee does not apply.

A ten percent (10%) penalty per month will be added to a refund that is not paid or credited to You within forty-five (45) days after You return the Contract to Us.

Maryland Commercial Law Article Title 14 Subtitle 4 Section 14-404(b)(2)(I) A service contract is extended automatically when the provider fails to perform the services under the service contract. (ii) The service contract does not terminate until the services are provided in accordance with the terms of the service contract.

Massachusetts - The following sections of the Contract are amended:

The term "Seller Information" found on the Declaration Page is changed to "Selling Dealer."

The "Contract Information" section of the Declaration Page is amended with the following: "The obligations of the Selling Dealer (listed as Seller Information on the Declaration Page) under this Contract are backed by the full faith and credit of the Selling Dealer. The Definitions, "Provider" is amended to the following: The Selling Dealer as listed on the Declaration Page as Seller Information and whose address and telephone number are provided within. The Definitions, "Obligor, We, Us, and Our" is amended to: The Selling Dealer as listed on the Declaration Page as Seller Information and whose address and telephone number are provided within.

The following is added to Your Contract:

NOTICE TO CONTRACT HOLDER: PURCHASE OF THIS CONTRACT IS NOT REQUIRED IN ORDER TO REGISTER OR FINANCE A VEHICLE. THE BENEFITS PROVIDED IN THIS CONTRACT MAY DUPLICATE EXPRESS MANUFACTURER'S OR SELLER'S WARRANTIES THAT COME AUTOMATICALLY WITH THE SALE OF EVERY VEHICLE. THE SELLER OF THE COVERAGE IS REQUIRED TO INFORM YOU OF ANY WARRANTIES AVAILABLE TO YOU WITHOUT THIS CONTRACT."

Chapter 90, Section 7N.25 of Massachusetts General Laws require an automobile dealer to provide a warranty covering certain classes of used motor vehicles as follows: Used vehicles with less than 40,000 miles at the time of sale: Provides COVERAGE for

ninety (90) days or 3,750 miles, whichever occurs first. Used vehicles with 40,000 miles or more but less than 80,000 miles at the time of sale: Provides COVERAGE for sixty (60) days or 2,500 miles, whichever occurs first. Used vehicles with 80,000 miles or more, but less than 125,000 miles at time of sale: Provides COVERAGE for thirty (30) days or 1,250 miles, whichever occurs first.

The VEHICLE YOU have purchased may be covered by this law. If so, the following is added to this CONTRACT: In addition to the dealer warranty required by this law, YOU have elected to purchase this CONTRACT, 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 CONTRACT. The required dealer warranty is provided free of charge. Furthermore, the Definitions, Coverage, and Exclusions stated in this CONTRACT apply only to this CONTRACT and are not the terms of the required dealer warranty.

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

Mississippi - Arbitration Provision is deleted in its entirety. Waiting period (when applicable) time and mileage must be added to the end of the contract term. Cancellation of Contract section of this Contract is amended as follows: If You cancel within the first thirty (30) days, a 10% penalty per month shall be added to a refund not paid or credited within forty- five (45) days after return of the Contract. If You cancel this Contract within the first thirty (30) days and a claim has been made or if You cancel after the first thirty (30) days, you will receive a refund of 100% of the unearned pro rata purchase price, less any claims paid and a cancellation fee of \$50.00 or 10% of the service contact price, whichever is less. We may only cancel this Contract for nonpayment, material misrepresentation by You or a substantial breach of duties. If We cancel this Contract for non-payment, we shall mail a written notice to You at Your last known address at least ten (10) days before cancellation. We shall mail a written notice to You at Your last known address at least thirty (30) days before cancellation. The notice shall state the effective date of the cancellation and the reason for the cancellation. Upon mechanical Breakdown, contact Us immediately at 888-844-2990 during the hours of 9:00 a.m. and 5:30 p.m. EST. Should a Breakdown occur which requires a repair to be made at a time when Our office is closed, you may either call Our office and leave a message which will be returned the next business day, or You may go ahead and have Your Vehicle repaired and call the Administrator's office within five (5) business days from the date of repair to determine if such repair will be covered. If it is determined that the repair is to be covered by this Contract, you will be reimbursed for the repair according to the parts and labor guidelines within this Contract.

Missouri - If We cancel this Contract, we will mail a written notice to You at Your last known address within 45 days of the cancellation date. The right to cancel within the first thirty (30) days from the original Contract Sale Date when no Claim has been made applies only to You as the original Contract Holder and is not transferable. A ten percent (10%) penalty per month shall be added to a refund that is not made within forty-five (45) days of return of this Contract to Us. If You cancel this Contract within the first 30 days and a claim has been made, we will refund You the full purchase price, less claims paid. Upon mechanical Breakdown, contact Us immediately at 1-888-844-2990 during the hours of 9:00 a.m. and 5:30 p.m. EST. Should a Breakdown occur which requires a repair to be made at a time when Our office is closed, you may either call Our office and leave a message which will be returned the next business day, or You may go ahead and have Your Vehicle repaired and call the Administrator's office within five (5) business days from the date of repair to determine if such repair will be covered. If it is determined that the repair is to be covered by this Contract, you will be reimbursed for the repair according to the parts and labor guidelines within this Contract.

Nebraska - Arbitration Provision is deleted in its entirety.

Nevada - UNLESS DAY ONE COVERAGE IS SELECTED ON THE FIRST PAGE, CONTRACT CARRIES A 30 DAY/1,000 MILE WAITING PERIOD. WAITING PERIOD: DEFINED AS THE NUMBER OF DAYS (WHERE APPLICABLE) AFTER THE CONTRACT PURCHASE DATE AND NUMBER OF MILES (WHERE APPLICABLE) THAT VEHICLE MUST TRAVEL BEFORE COVERAGE UNDER THIS CONTRACT BEGINS.

If You are not satisfied with the manner in which the provider is handling the claim on the Contract, you may contact the Commissioner by use of the toll-free number of the Division, (888) 872-3234. Section 13 – Arbitration Provision does not apply in Nevada. Transfer Fee is \$25.00 for Nevada residents. Section 12 – Cancellation of Contract is deleted in its entirety and replaced with the following: You may cancel this Contract at any time by notifying Us directly. We will provide You with an odometer statement indicating the odometer reading at the date of the request for cancellation. The odometer statement, along with a selected reason for cancellation, and current date must then be faxed or mailed to the Administrator. If this Contract is canceled within the first thirty (30) days and no claims have been made, we will refund You one hundred percent (100%) of the purchase price. After the first thirty (30) days, or if claims have been made, your refund of the purchase price of this Contract will be calculated on a pro rata basis less a twenty-five-dollar (\$25) cancellation fee. If a refund is not paid by Us within forty-five (45) days after Your return of the Contract to Us, we will pay You a penalty of ten percent (10%) of the purchase price for each thirty (30) day period the refund remains unpaid. No Contract that has been in effect for at least 70 days may be canceled by Us before the expiration of the agreed term or 1 year after the effective date of the Contract, whichever occurs first, except on any of the

following grounds: (a) Failure by the Service Contract Holder to pay an amount when due; (b) Conviction of the Service Contract Holder of a crime which results in an increase in the service required under the Service Contract; (c) Discovery of false or misrepresented material by the Service Contract Holder in obtaining this Service Contract, or in presenting a claim for the service thereunder; (d) Discovery of: (1) an act or omission by the Service Contract Holder; or (2) a violation by the Service Contract Holder of any condition of the Service Contract after the effective date of the Service Contract and which causes the required service or repair to be substantially and materially increased beyond that contemplated at the time that the Service Contract was issued or sold. If We cancel this Contract, your refund of the purchase price of this Contract will be calculated on a pro rata basis. No claims paid will ever be deducted from any refund issued pursuant to this Contract in Nevada. If We cancel this Contract, no cancellation will become effective until at least fifteen (15) days after the notice of cancellation is mailed to you. This Contract is non-renewable.

New Hampshire - In the event you do not receive satisfaction under this Contract, you may contact the New Hampshire Insurance Department at: 21 Fruit Street Concord, New Hampshire 03301.

New Jersey - Cancellation of Contract section of this Contract is amended as follows: If You are the original Contract holder and You cancel this Contract within thirty (30) days of the original Contract sale date, you will receive a refund within forty- five (45) days of the return of this Contract to Us. Otherwise, a ten percent (10%) penalty per month shall be added to Your refund. We may cancel this Contract by mailing a written notice to You at Your last known address, stating the reason for the cancellation and the effective date of at least five (5) days prior to the cancellation effective date. Written notice of cancellation is not required if the Contract cancellation is due to non-payment of the Contract sale price, a material misrepresentation by You, or a substantial breach of duties by You relating to the Vehicle or its use.

New Mexico - Any concerns or complaints regarding this Contract may be mailed to the New Mexico Office of Superintendent of Insurance at: P.O. Box 1689 Santa Fe, New Mexico 87504. Cancellation of Contract is amended to include the following: If You cancel this Contract within the first 30 days and a claim has been made, we will refund You the full purchase price, less claims paid. If You return this Contract within 30 days of the Contract sale date and no claims have been made, this Contract will be void and We will refund to You the full amount of the purchase price of this Contract. Any refund due to You may be credited to any outstanding balance of Your account and the excess, if any, shall be refunded to You. This right to void the Contract is not transferable and applies only to the original Contract purchaser. A 10% penalty per month, or portion thereof, shall be added to a refund that is not paid or credited to You within 60 days after return of the Contract to Us. If We cancel this Contract, we shall mail written notice of such cancellation to You at Your last known address as set forth in Our records at least 15 days prior to the cancellation of the Contract. The notice shall state the reason and effective date of cancellation. No cancellation shall become effective until at least 15 days after the notice of cancellation has been mailed to you. If Your Contract has been in effect for at least 70 days, we may not cancel it prior to the expiration date, or 1 year after the effective date of the Contract, whichever comes first, unless: 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 Contract; or c. We discover that fraud was committed or there was a material misrepresentation by You in obtaining the Contract, or in presenting a claim for payment; and/or d. We discover an act or omission by You or a violation by You of any condition of the Contract that occurred after the effective date of the Contract that substantially and materially increased the service required under the Contract.

New York - Cancellation of Contract is amended to include the following: If We cancel this Contract for any reason, we will mail You written notice of cancellation at Your last known address as reflected in Our files at least five (5) days prior to cancellation. The notice will state the effective date of the cancellation and the reason for the cancellation. Cancellation will be effective as of the date of termination as stated in the notice of cancellation. Written notice is not required, however, if: (a) You fail to pay for the Contract; (b) Fraud or material misrepresentation by You; (c)We discover a substantial breach by You of Your duties under the Contract relating to the Vehicle or its use.

If You cancel this Contract within the first thirty (30) days and no claim has been filed, this Contract will be null and void and We will refund You the full amount of the purchase price of this Contract. This right to void the Contract is not transferable and applies only to the original Contract purchaser. A ten percent (10%) penalty per month will be added to a refund that is not paid by Us within forty-five (45) days after Your return of the Contract to Us.

The cancellation will not apply if You cancel within thirty (30) days, whether or not a claim has been filed, or if We cancel this Contract.

North Carolina - Cancellation of Contract section of this Contract is amended as follows: A twenty-five-dollar (\$25) cancellation fee or ten percent (10%) of the pro-rata refund amount, whichever is less, is applicable. We may only cancel this Contract for non-payment of premium or for a direct violation of the Contract by You.

Ohio - Upon mechanical Breakdown, contact Us immediately at 1-888-844-2990 during the hours of 9:00 a.m. and 5:30 p.m. EST. Should a Breakdown occur which requires a repair to be made at a time when Our office is closed, you may either call Our office and leave a message which will be returned the next business day, or You may go ahead and have Your Vehicle repaired and call the Administrator's office within five (5) business days from the date of repair to determine if such repair will be covered. If it is

determined that the repair is to be covered by this Contract, you will be reimbursed for the repair according to the parts and labor guidelines within this Contract.

Oregon - Emergency Repairs Should a Breakdown occur which requires a repair to be made at a time when Our office is closed, you may either call Our office and leave a message which will be returned the next business day, or You may go ahead and have Your Vehicle repaired and call the Administrator's office within five (5) business days from the date of repair to determine if such repair will be covered. If it is determined that the repair is to be covered by this Contract, you will be reimbursed for the repair according to the parts and labor guidelines within this Contract.

NO CLAIMS WILL BE PAID WITHOUT PRIOR AUTHORIZATION, EXCEPT FOR EMERGENCY REPAIRS COMPLETED IN CONFORMITY WITH THE ABOVE PROVISION.

Arbitration Provision – this section is deleted in its entirety with the following: Subject to ORS 36.600-36.740, If claim settlement cannot be reached, the parties may elect arbitration by mutual agreement at the time of the dispute, after the claimant has exhausted all internal appeals, and can be binding by consent of the Agreement holder. Arbitration shall take place under the laws of the State of Oregon and is held in the Agreement holder's county or any other county in the state of Oregon agreed to by both parties. Waiting period (when applicable) time and mileage will be added to the end of the Contract term.

South Carolina - Upon mechanical Breakdown, contact Us immediately at 1-888-844-2990 during the hours of 9:00 a.m. and 5:30 p.m. EST. Should a Breakdown occur which requires a repair to be made at a time when Our office is closed, you may either call our office and leave a message which will be returned the next business day, or You may go ahead and have Your Vehicle repaired and call the Administrator's office within five (5) business days from the date of repair to determine if such repair will be covered. If it is determined that the repair is to be covered by this Contract, you will be reimbursed for the repair according to the parts and labor guidelines within this Contract.

The Cancellation of Contract section of this Contract is amended as follows: If You are the original Contract holder and You cancel this Contract within thirty (30) days of the original Contract sale date, you will receive a refund within forty- five (45) days of the return of this Contract to Us. Otherwise, a ten percent (10%) penalty per month shall be added to Your refund. We may cancel this Contract by mailing written notice to You at Your last known address, stating the reason for the cancellation and the effective date of at least fifteen (15) days prior to the cancellation effective date. The cancellation notice will state the cancellation effective date and reason for cancellation. Written notice of cancellation is not required if the Contract cancellation is due to nonpayment of the Contract sale price, a material misrepresentation by You, or a substantial breach of duties by You relating to the Vehicle or its use. South Carolina resident only: In the event of a dispute with the provider of this contract, you may contact the South Carolina Department of Insurance, Capitol Center, 1201 Main Street, Ste. 1000. Columbia, South Carolina 29201 or (800) 768-3467. This agreement is not an insurance contract.

Texas - If a refund or credit is not paid before the 46th day after the date on which the Contract is returned to the Provider, you may make a direct claim against the reimbursement insurance company. Unresolved complaints or questions concerning the regulation of service contract providers may be addressed to: Texas Department of Licensing and Regulation, E.O. Thompson Office Building, 920 Colorado, Austin, Texas 78701, (800) 803-9202.

Utah - Coverage afforded under this Contract is not guaranteed by the Property and Casualty Guaranty Association. This Contract is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department. Arbitration Provision is replaced in its entirety with the following: Any matter in dispute between You and Us may be subject to arbitration as an alternative to court action pursuant to the rules of the American Arbitration Association, a copy of which is available on request from the Administrator. Any decision reached by arbitration shall be binding upon both You and Us. The Arbitration award may include attorney's fees if allowed by state law and may be entered as a judgment in any court of proper jurisdiction. Nothing in this section shall preclude You from bringing an action arising under this Contract in a small claims court having proper jurisdiction. We may only cancel this Contract for non-payment, material misrepresentation, substantial breach of duty, or a substantial change in the risk. Cancellation of Your Contract will be effective sooner than 30 days after delivery or first class mailing of written notice to You, except if for non-payment. If cancellation is for non- payment, the effective date of termination will be no sooner than 10 days after delivery or first class mailing of written notice. If this Contract has been in effect for less than 60 days when the written notice of cancellation is mailed or delivered, cancellation will be effective 10 days after notice has been mailed or delivered. For purposes of this Contract, an emergency repair is any repair performed outside normal business hours. If YOU are in need of a repair outside of normal business hours, YOU may either call Our office and leave a message which will be returned the next business day, or YOU may go ahead and have YOUR VEHICLE repaired and call the Administrator's office within five (5) business days from the date of repair to determine if such repair will be covered. If it is determined that the repair is to be covered by this Contract, YOU will be reimbursed for the repair according to the parts and labor guidelines within this Contract. If You fail to give any notice or file any proof of loss required by this Contract within the time specified in this Contract, it does not invalidate a claim made by You if You show that it was not reasonably possible to give the notice or file the proof of loss within the prescribed time and that notice was given or proof of loss was filed as soon as reasonably possible.

NO CLAIMS WILL BE PAID WITHOUT PRIOR AUTHORIZATION, EXCEPT FOR EMERGENCY REPAIRS COMPLETED IN CONFORMITY WITH THE ABOVE PROVISION

Virginia - If any promise made in the contract has been denied or has not been honored within 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-contractproviders.shtml to file a complaint. All other terms and conditions of the Agreement are unchanged.

Wisconsin - THIS CONTRACT IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE. In the event of a total loss, an administrative fee will not be deducted from any refund due.

Cancellation of Contract is amended to include the following: If You cancel within the first thirty (30) days and no claim has been filed, the Contract is void and We will refund to You or credit Your account the full purchase price of the Contract. The right to void the Contract is not transferable and shall apply only to the original Contract purchaser. A ten percent (10%) penalty per month shall be added to a refund that is not made or credited within forty-five (45) days of return of this Contract to Us. The cancellation fee is the lesser of fifty dollars (\$50) or ten percent (10%) of the purchase price. If You cancel this Contract within the first thirty (30) days and a claim has been filed, YOUR refund will be calculated on a pro rata basis less a cancellation fee of fifty dollars (\$50) or ten percent (10%) of the purchase price, whichever is less. If WE cancel this Contract, WE will mail a written notice to You at Your last known address in Our records at least five (5) days prior to cancellation. The notice will include the effective date and reason for cancellation. If We cancel for any reason other than non-payment, YOU will be entitled to a refund of one hundred percent (100%) of the unearned pro-rata provider fee, less any claims paid. Arbitration does not apply in Wisconsin.

FOR ROADSIDE ASSISTANCE CALL 1-866-592-3023

DO NOT START WORK WITHOUT PRIOR AUTHORIZATION CALL (833) 344-8273 IMMEDIATELY UPON BREAKDOWN

CONTACT INFORMATION

U.S. Auto Management LLC 583 West Skippak Pike Suite 200 Blue Bell, PA 19422

FOR QUESTIONS, INFORMATION OR FORMS

CALL TOLL FREE: 833-344-8273 EMAIL: info@autotechguard.com FOR CLAIMS: (833) 344-8273

EMAIL: claims@autotechguard.com

