



Agreement No.: **CARTW-L-MF-**

Tire & Wheel Road Hazard Protection With 24 Hour Roadside Assistance

Administrative Office
PO Box 1268
Exton, PA 19341
Tel: 877-902-8790

SECTION 1 – VEHICLE INFORMATION

INFORMATION PAGE

NEW <input type="checkbox"/>	USED <input type="checkbox"/>	YEAR:	MAKE:	MODEL:	AGREEMENT PURCHASE DATE:
VEHICLE IDENTIFICATION NUMBER (VIN):		DEDUCTIBLE: \$0	CURRENT MILEAGE:	VEHICLE PURCHASE PRICE:	AGREEMENT PURCHASE PRICE:
AGREEMENT TERM:					
3 YEAR <input type="checkbox"/>		5 YEAR <input type="checkbox"/>			
VEHICLE CLASS:					
CLASS 1 <input type="checkbox"/>		CLASS 2 <input type="checkbox"/>		CLASS 3 <input type="checkbox"/>	
		CLASS 4 <input type="checkbox"/>		CLASS 5 <input type="checkbox"/>	
SURCHARGE: (MUST BE SELECTED AND APPROPRIATE SURCHARGE PAID FOR COVERAGE TO APPLY)					
<input type="checkbox"/> COSMETIC ALLOY WHEEL REPAIR					

SECTION 2 – CUSTOMER INFORMATION

NAME (LAST)	(FIRST)	(MI)	PHONE
ADDRESS	CITY	STATE	ZIP
			E-MAIL ADDRESS

SECTION 3 – DEALER/SELLER INFORMATION

NAME	PHONE
ADDRESS	CITY
	STATE
	ZIP

SECTION 4 – LIENHOLDER INFORMATION

NAME	ADDRESS	CITY	STATE	ZIP
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I hereby declare that the above information is correct.

Customer Signature _____ Date _____

The **Agreement** that **You** are purchasing is between **You** and **Administrator/Obligor**. **You** will be notified by the **Administrator** if the **Agreement** is ineligible for coverage. **You** (the undersigned) have reviewed the terms of this **Agreement** and understand the conditions within it. In addition, **You** acknowledge **Your** understanding of the Arbitration section. **You** further understand that this **Agreement** is not required to obtain financing for the vehicle and that **Your** acceptance of this coverage under this **Agreement** is voluntary. This **Agreement** is based on information **You** provided on this information page.

Customer Signature _____ Purchase Date _____ Dealer / Seller Representative - Signature _____

AUTHORIZATION IS REQUIRED FROM THE ADMINISTRATOR PRIOR TO THE REPAIR OR REPLACEMENT OF COVERED COMPONENTS.

**CLAIMS TOLL FREE NUMBER: (877) 902-8790
ROADSIDE ASSISTANCE NUMBER: (800) 451-0459**

This is not a vehicle liability insurance contract. This is not an automobile physical damage insurance contract.

I. DEFINITIONS

ADMINISTRATOR/OBLIGOR (“**WE**”, “**US**”, “**OUR**”): **Comprehensive Auto Resources Company, Inc. PO Box 1268, Exton, PA 19341 (877) 902-8790** who is the **Administrator/Obligor** to this **Agreement**.

COMMERCIAL USE: Includes use of **Your** vehicle for a business in any manner including, without limitation, taxi, police car or other emergency vehicle, hauling, construction (other than driving to and from work), pick-up and delivery service, daily rentals, carry passengers for hire, snowplowing and company pool use or business travel when the vehicle is used by more than one driver.

AGREEMENT: this **Tire & Wheel Agreement** is a contract between **You** and **Us**.

COST: the retail market value for parts and labor necessary to repair covered parts. **Replacement of any covered part may be made with new, remanufactured, rebuilt or like kind and quality at the time of Repairs at the discretion of the Administrator. Parts and labor will be reimbursed up to manufacturer’s suggested list price. Labor time will be reimbursed using nationally recognized labor time standards.**

DEALER/SELLER: the retail seller of this **Agreement** to **You** for the covered **Vehicle** described on the Information Page in SECTION 1–VEHICLE INFORMATION.

DEDUCTIBLE: this **Agreement** does not have a deductible.

PRE-EXISTING CONDITIONS: a condition that occurred before **Your** purchase of this **Agreement** that would have been obvious and apparent if the **Vehicle** had been inspected at the time of purchase.

REPAIRS OR SERVICES: refers to those types of services as described in this **Agreement** under SECTION III. – COVERAGE- SERVICE DEFINITIONS.

ROAD HAZARD: objects and road conditions not normally found in the roadway such as potholes, rocks, wood debris, metal parts, nails, glass, plastic or composite scraps or any item causing tire or wheel damage other than wear and tear.

VEHICLE OR COVERED VEHICLE: the **Vehicle** described on the Information Page under SECTION 1 - VEHICLE INFORMATION.

WARRANTY: any **warranty** of the manufacturer or any other **warranty**.

YOU OR YOUR: the purchaser identified on the Information Page under SECTION 2 - CUSTOMER INFORMATION.

II. INSURANCE STATEMENT

Performance to **You** under this **Agreement** is guaranteed through a policy of Insurance issued by Lyndon Southern Insurance Company 10151 Deerwood Park Blvd., Bldg. 100, Ste. 500, Jacksonville, FL 32256, Tel: (800) 888-2738. In Georgia, our obligations under this agreement are insured under an insurance policy issued by the Insurance Company of the South, 10151 Deerwood Park Blvd., Bldg. 100, Ste. 500, Jacksonville, FL 32256, Tel: (800) 888-2738. In California, New York, Rhode Island, and Wisconsin, our obligations under this agreement are insured under an insurance policy issued by Atlantic Specialty Insurance Company 605 North Highway 169, Suite 800, Plymouth, MN 55441, Tel: (800) 888-2738. 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 Lyndon Southern Insurance Company, Insurance Company of the South, or Atlantic Specialty Insurance Company. To do so, please call the following toll-free number for instructions: (800) 888-2738.

III. COVERAGE – SERVICE DEFINITIONS

Authorization is required from the Administrator PRIOR to the Repair or Replacement of Covered Components.

TIRE AND WHEEL REPAIR/REPLACEMENT: provides for the repair or replacement of the vehicle’s tires and/or wheels, using the current retail market value of the replaced tire and/or wheel, which during the term of this **Agreement** become unserviceable due to a **Road Hazard**, covered under this **Agreement**. Unserviceable means that the tire(s) has been punctured or otherwise damaged to the extent that it is unsafe, or that the wheel would no longer hold a seal with its tire. Tire and or wheel damage that is cosmetic in nature and that does not render the tire unserviceable is specifically excluded, unless the applicable surcharge for cosmetic wheel repair has been paid. Any tires and/or wheels which require repair or replacement, **MUST BE AUTHORIZED BY ADMINISTRATOR** and be made available for inspection **PRIOR** to repair or replacement. Damaged tires must be preserved for our inspection, and **We** reserve the right to deny any claim wherein the damaged tires are disposed of prior to our inspection. Replacement will be made with a tire of like kind, quality and cost to the original tire. This coverage is valid through the tread life of a tire (3/32” or less is excluded). Please note that all of **Our** rights under this **Agreement** are hereby reserved.

ADDITIONAL COSMETIC ALLOY WHEEL REPAIR: **We** agree to repair or recondition to the fullest extent possible any cosmetic damaged portion of an alloy wheel, such as minor curb rash or flaking paint, which is deemed repairable using manufacturer alloy wheel repair techniques. In the event the wheel is not repairable it will be replaced. Cosmetic alloy wheel repair or replacement is limited to an aggregate of six hundred dollars (\$600).

MOUNTING AND BALANCING: **We** agree to pay the fair market price that **You** incur for mounting, balancing, valve stems, and tire disposal for any tire replaced under this **Agreement**. However, shop supplies, Tire Pressure Monitoring System (TPMS) components, and unspecified charges are specifically excluded.

TAXES: **We** agree to pay the cost of local and state taxes as directed by state agencies, for any tire or wheel replaced under this **Agreement**.

AGREEMENT HOLDER RESPONSIBILITY: **You** must maintain proper air pressure in all covered tires. Tires should be checked monthly for proper pressure, signs of dry rot, improper wear, and tread depth less than 3/32”. Any conditions that cannot be corrected or demand replacement for the safety of the vehicle’s occupants are the responsibility of the **Agreement** Holder.

EMERGENCY ROADSIDE ASSISTANCE: During the **Agreement** Term, Emergency Roadside assistance is available to **You** twenty-four (24) hours a day, every day of the year. **You** are entitled to one roadside service within a seventy-two (72) hour period. **You** will only have to pay for any non-covered expenses or covered costs in excess of **Your** one hundred dollar (\$100) per occurrence maximum. Service must be a covered **Repair** or **Service** under this **Agreement** and is only available for the **Vehicle** registered as part of this **Agreement**. **Your** twenty-four (24) hour roadside assistance service begins at the **Agreement** Purchase Date shown on the Information Page and terminates on the expiration of this **Agreement**. All of the services provided are described herein and are applicable throughout the continental United States of America, Alaska, Hawaii and Canada. All benefits are subject to the limitations contained in SECTION VI - COVERAGE, CONDITIONS, LIMITATIONS AND EXCLUSIONS.

1. All roadside assistance benefits are provided by Auto Knight Motor Club, Inc., administrative offices at [43100 Cook Street, Suite 200, Palm Desert, CA 92211].
2. This is not a reimbursement program. **You** must contact Auto Knight Motor Club first to dispatch services. In the event that roadside assistance service is not obtainable through Auto Knight Motor Club, **You** will receive a refund of payment made by **You** according to the coverage limits outlined herein.
3. **You** have the right to file a complaint by submitting a written complaint to Auto Knight’s Customer Care Department at [43100 Cook Street, Suite 200, Palm Desert, CA 92211], or contacting a representative by calling (800) 509-4851.

IV. CLAIMS PROCEDURES

Contact the **TOLL-FREE NUMBER [(800) 451-0459]** and a service vehicle will be dispatched to **Your** assistance. The **Administrator** will identify and contact a local emergency road service provider, and arrange the necessary installation, or tow service upon receipt of a claimant’s call for authorization. The **Administrator** has the right to inspect any tire or wheel prior to claim authorization. Tire and wheel repair or replacement may be performed at any licensed service facility after claim authorization. If for any reason, a reimbursement is requested, **You** must submit a copy of this **Agreement** and **Your** authorization number, along with the receipts or work orders indicating repair or replacement and damaged tire tread depth, to the **Administrator**. Important: **Please be with Your Vehicle when the service provider arrives, as they cannot service an unattended vehicle. The following are covered emergencies, subject to a one hundred dollar (\$100) per occurrence limit:**

- **Towing Assistance** - When towing is necessary, **Your Covered Vehicle** will be towed to the closest licensed service facility or to any other location requested (up to 15 miles). Additional mileage is the responsibility of the **You** and will be negotiated prior to sending out the service provider. (Extraction is included- 1 Truck, ½ hour of service)
- **Flat Tire Assistance** - Service consists of the removal of the flat tire and its replacement with **Your** good spare tire
- **Fuel, Oil, Fluid and Water Delivery Service** - An emergency supply of three (3) gallons of fuel, oil, fluid and water will be delivered if **You** are in immediate need. **You** must pay for the fuel or other fluid when it is delivered
- **Lock-out Assistance** – If **Your** keys are locked inside the **Covered Vehicle**, assistance will be provided to gain entry into the **Covered Vehicle**
- **Battery Assistance** – If battery failure occurs, a jump start will be provided to start **Your Vehicle**
- **Emergency Road Service** - Any minor adjustment that is needed to get **Your Vehicle** running. **You** are responsible for actual cost of parts and/or supplies

In the event of **Road Hazard** damage requiring repairs outside **Our** normal business hours, **You** may elect to wait for authorization or proceed with a tire or wheel repair or replacement. In order to be eligible for reimbursement, (1) if replaced, the damaged covered tire and/or wheel must be retained; (2) if the covered tire and/or wheel is repairable, ensure that **You** have the repair facility provide **You** with the bare rim run-out measurements/readings and take clear pictures of the damage before the covered tire and/or wheel is repaired; and (3) **You** must contact **Us** within forty-eight (48) hours. **You** will be responsible for repair/replacement costs if it is determined that the repair/replacement is not eligible for coverage or for any costs in excess of what is covered under this **Agreement**. **All claim documentation must be received within sixty (60) days of repair/replacement to be eligible for payment.**

V. TERMS AND CONDITIONS

This **Agreement** is subject to the following terms and conditions. **No alterations, changes or waivers of provisions may be made to this Agreement.** The benefits available under this **Agreement** are strictly provided to **You** for repairs to the covered components.

AGREEMENT PERIOD: The **Agreement** Term begins on the **Agreement** Purchase Date (effective date) and expires on the passing of the number of years selected. If no term length is selected, the term length will be one (1) year.

LIMITATION OF LIABILITY: This **Agreement** is for the sole benefit of **You** (the purchaser named on the Information Page) and applies only to the **Vehicle** identified on the Information Page under SECTION 1 - VEHICLE INFORMATION. **In no event shall the Administrator be liable for any direct, indirect, punitive, special, incidental, consequential damages or any damages arising out of or connected with the repairs performed under this Agreement.**

NOTICE TO CONSUMERS: **Purchase of this Agreement is not required to purchase or finance a vehicle.** The terms of this **Agreement** control the **Agreement** between **Us**. No change or modification to the written terms is valid. This **Agreement** is based on information **You** provided on the Information Page. Misrepresentation on the Information Page will result in rejection of this **Agreement**. If a provision of this **Agreement** is or becomes illegal, invalid or unenforceable in any jurisdiction, that shall not affect the validity or enforceability in that jurisdiction of any other provision of this **Agreement**.

SUBROGATION: If **You** receive benefits under this **Agreement** and **You** have a right to recover from another party including, without limitation, any manufacturer, insurance company or service agreement provider who may be responsible to **You** for **Costs, Repairs or Services** under this **Agreement**, **Your** rights to recover automatically become **Our** rights to recover. If **We** ask, **You** agree to cooperate with **Us** in any matter concerning this **Agreement** or, to enforce **Our** rights.

TERRITORY COVERED: **You** are covered during the **Agreement** Term. This **Agreement** applies only to repairs occurring within the continental United States of America, Alaska, Hawaii and Canada.

VI. COVERAGE, CONDITIONS, LIMITATIONS AND EXCLUSIONS

GENERAL EXCLUSIONS: This **Agreement** DOES NOT COVER OR PAY FOR (1) consequential loss or damage whatsoever, including loss, damage or injury to person(s) or property resulting from the failure of any parts of **Your Vehicle**, the Replacement of which are covered under the terms and conditions of this **Agreement**; (2) Renting **Your Vehicle** to someone else; (3) **Your Vehicle** being used for Commercial Use; (4) **Your Vehicle** being used for snow plowing, competition or speed events; (5) **Your Vehicle** being modified from the Manufacturer's original specifications regardless of who or when the modifications were made; (6) Fraudulent representations to obtain this **Agreement** or when presenting a request for Repair under this **Agreement**; (7) Any damage that occurs outside the continental United States of America, Alaska, Hawaii and Canada.

TIRE AND WHEEL REPAIR /REPLACEMENT EXCLUSIONS: The following items are not covered (1) Any damage resulting from off-road use, racing, collision, accident, chain damage, misuse, abuse, lack of proper maintenance, suspension problems, use on a construction site or on roads not regularly maintained, vandalism or malicious mischief, theft, fire, or any loss covered by primary physical damage insurance; (2) Damage caused by driving on tires that are improperly inflated; (3) Tires with tread depth of 3/32" or less at the lowest point on the tire at time of claim; (4) Any damage to tires and/or wheels transferred from another vehicle subsequent to the **Agreement** Purchase Date; (5) Any damage to tires and/or wheels that are mounted on vehicles other than private passenger cars and light duty trucks and vans (under 13,500 GVWR); (6) Any damage that is covered by any other agreement, including warranties issued by the manufacturer. Any damage that is the result of a manufacturer defect; (7) Replacement wherein the manufacturer, by public announcement of a recall, established its responsibility to replace tires or wheels; (8) Any loss where **You** or any person on **Your** behalf falsely swears or commits any fraudulent act with respect to any claim; (9) Any wheel repair or replacement, or any tire replacement that is not preauthorized by the **Administrator**. Any loss that is not reported to **Us** within sixty (60) days from the date the damage occurs; and (10) All exotic vehicles, including, but not limited to: Alfa Romeo, Alpina, Ascari, Avanti, Bugatti Noble, Pagini, Panoz, Saleen, Spyker, TVR, Daewoo, Bentley, Lamborghini, Lotus, Maserati, Ferrari, Rolls Royce. **Agreements** received for such vehicle class will be rejected.

COSMETIC WHEEL REPAIR EXCLUSIONS: The following are not covered under the Cosmetic Wheel Repair: Aftermarket wheels) wheel covers or damage to wheels that become dented or bent from contact as a result of frame, body or suspension damage. Only the OEM wheels on the vehicle at the time of original vehicle purchase are covered.

EMERGENCY ROADSIDE BENEFIT EXCLUSIONS: The following are not covered under the Emergency Roadside Assistance: (1) Cost of parts, fluids, lubricants, or cost of fuel, material, additional labor relating to towing, or the cost of installation of products; (2) Non-emergency mounting or removing of any tires, snow tires, off-road tires, or similar items. Tire Repair at any location other than a roadside disablement site. Trucks over one and a half ton capacity. Service for any vehicles in tow. Any and all fines. Damage or disablement due to fire, flood or vandalism; (3) Towing from, service or repair work performed at a service station, garage or repair shop. Service on a vehicle that is not in a safe condition to be towed; (4) Non-emergency towing or other non-emergency service. Impound towing or towing by other than an authorized service provider; vehicle storage charges; a second tow for the same disablement. Towing or service on roads not regularly maintained, such as sand beaches, open fields, forests, and areas designated as not passable due to construction, etc. (5) Towing at the direction of a law enforcement officer relating to traffic obstruction, impoundment, abandonment, illegal parking, or other violations of law. Coverage will not be provided in the event of emergencies resulting from the use of intoxicants or narcotics, or the use of the Covered Vehicle in the commission of a felony; (6) Repeated service calls for a Covered Vehicle in need of routine maintenance or repair. Only one disablement during any seventy-two (72) hour period will be accepted. Service secured through any other source other than this program.

NON-COVERED EXPENSES: Non-covered expenses include the following: mounting or removal of snow tires or chains; vehicle storage charges; transportation of a damaged tire or wheel to a service facility is not reimbursable other than the cost of covered emergency road service.

WE EXPRESSLY DISCLAIM ANY WARRANTY OF MERCHANTABILITY OR WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE UNDER THIS AGREEMENT

VII. CANCELLATION AND TRANSFER OF THIS AGREEMENT

CANCELLATION: You may cancel this Agreement by submitting a written request to the Dealer/Seller containing a copy of Your Agreement. If You request a cancellation during the first thirty (30) 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 thirty (30) 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 fifty dollar (\$50) cancellation fee. 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, Your failure to pay the Agreement Purchase Price, or if the tires and/or wheels on the Covered Vehicle are ineligible according to the terms of this Agreement. If We cancel this Agreement, We or the Dealer will refund You one hundred percent (100%) of the Agreement Purchase Price, less any claims paid by Us. If Your Agreement is financed, the Lienholder has the right to receive any portion of the cancellation refund amounts.

TRANSFER: In the event that You sell the Vehicle, this Agreement shall terminate. You may apply for a transfer to the new owner. Within thirty (30) days from the date of sale to a private party (non-commercial party) submit the following: (1) A check for a fifty dollar (\$50) transfer fee payable to Auto Knight Motor Club, Inc. (2) A copy of the Information Page of this Agreement; (3) A signed affidavit stating the date of sale, the mileage at sale and the new owner's name, address and telephone number. The Agreement may not be assigned separately from the Vehicle, nor can it be assigned to a New or Used Car Dealership or anyone other than an individual person that purchased Your Vehicle. This Agreement may only be transferred once. **IMPORTANT: This Agreement is not transferable to a dealer or entity in the business of selling, trading or leasing vehicles in any event.**

VIII. ARBITRATION

It is understood and agreed that the transaction evidenced by this Agreement takes place in and substantially affects interstate commerce. All disputes between the parties are subject to binding arbitration, including disputes concerning the arbitration of disputes, disputes related to the making or administration of this Agreement, disputes regarding recovery of any claim or refund under this Agreement, and disputes arising out of or relating in any way to the sale or marketing of this Agreement. The parties agree to attempt to resolve any dispute through informal negotiation. The parties agree to contact each other about a dispute before initiating any legal action. If the parties are unable to resolve any dispute through informal negotiations, the parties agree to submit all disputes to arbitration under the Commercial Arbitration Rules of the American Arbitration Association (AAA) in effect at the time the dispute arises. All preliminary issues of arbitration of any dispute will be decided by the arbitrator.

1. The arbitration shall take place in Your County of residence unless another location is mutually agreed upon by the parties. The arbitration shall take place before a single arbitrator selected in accordance with the Commercial Arbitration Rules of the AAA. AAA rules and forms will be obtained and all claims shall be filed at www.adr.org or at any AAA office.
2. The cost of the arbitration proceeding, including the filing fee, shall be borne by Us. Each party must bear the cost of its own attorneys, experts, witness fees, and other arbitration-related expenses.
3. It is understood and agreed that the arbitration shall be binding upon the parties. The parties acknowledge that they are waiving their right to seek remedies in court, including the right to a jury trial. **YOU UNDERSTAND THAT YOU ARE AGREEING THAT IF A DISPUTE ARISES BETWEEN YOU AND US, YOU WILL NOT SUE US IN COURT, YOU ARE ENTITLED TO A JURY TRIAL ON ANY CLAIMS ARISING IN RELATION TO THIS AGREEMENT, AND THAT AN ARBITRATOR WILL RESOLVE ANY DIFFERENCES THAT MAY ARISE BETWEEN YOU AND US.** 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. You agree not to participate as a representative or member of any class of claimants proceeding against Us in a judicial forum or in an arbitral forum. 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.
4. All limitation periods that would otherwise be applicable shall apply to any arbitration proceedings.

If any portion of this Arbitration provision is deemed invalid or unenforceable, the remaining portions of this Arbitration provision shall nevertheless remain valid and in force. If there is a conflict or inconsistency between this Arbitration provision and the other provisions of this Agreement or any prior Agreement, this Arbitration provision shall govern. This provision shall be governed by the Federal Arbitration Act. ARBITRATION does not apply in the following states: AR, D.C., GA, MD, MS, NH, NV, OR and WY.

IX. STATE REQUIREMENTS AND DISCLOSURES

Alabama: A twenty-five dollar (\$25) cancellation fee is applicable. The CANCELLATION section 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 ten percent (10%) penalty per month shall be added to a refund that is not made within forty-five (45) days of this Agreement to Us. The lienholder, if any, will be named on a cancellation refund check as their interest may appear.

Alaska: CANCELLATION section is amended as follows: We will retain a cancellation fee of seven and one half percent (7.5%) of the unearned pro rata Agreement Purchase Price, not to exceed twenty-five dollars (\$25); to be based on the days in force, as related to Your Agreement's term.

Arizona: Nothing in this section prevents, limits, or waives Your rights to file a complaint against Us, or seek remedy available thereto, with the Arizona Department of Insurance. CANCELLATION section is amended as follows: A twenty-five dollar (\$25) cancellation fee is applicable. You may cancel this Agreement by submitting a written request to the Dealer/Seller containing a copy of Your Agreement and the current mileage on Your Vehicle. During the first thirty (30) days from the Agreement Purchase Date, We or the Dealer/Seller 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 or the Dealer/Seller will refund You a pro-rated amount of the Agreement Purchase Price, based on the lesser of the months or miles remaining, less a twenty-five dollar (\$25) cancellation fee. We may not cancel or void this Agreement or any provisions of this Agreement due to (1) Our acts or omissions in failing to provide correct information or to perform services or repairs in a timely, competent, and workmanlike manner, (2) prior use or unlawful acts relating to the covered tire/wheels, (3) Our misrepresentation, and (4) ineligibility of the tire or wheels for coverage under the program.

CALIFORNIA: Performance to You under this Agreement is guaranteed by a California approved insurance company. You may file a claim with the insurance company if any promise made in the contract has been denied or has not been honored within sixty (60) days after your request. The name and address of the Insurance Company is Atlantic Specialty Insurance Company, 605 North Highway 169, Suite 800, Plymouth, MN 55441.

PRE-EXISTING CONDITIONS definition is amended as follows: a condition that existed prior to the purchase of the agreement.

If You are not satisfied with the insurance company's response, You may contact the California Department of Insurance at (800) 927-4357.

CANCELLATION section is amended as follows: You may cancel this Agreement by submitting a written request to the Dealer 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 on the Agreement, less a cancellation fee of either ten percent (10%) of the Agreement Purchase Price or twenty-five dollars (\$25), whichever is less. 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 material misrepresentation or fraud at the time of sale, or Your failure to pay the Agreement Purchase Price. If We cancel this Agreement, We or the Dealer 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 Covered Vehicle's lienholder unless the lien is satisfied.

ARBITRATION 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.

Connecticut: Unresolved complaints may be addressed to the State of Connecticut, Insurance Department, P.O. Box 816, Hartford, CT 06142-0816, Attention: Consumer Affairs. If the warranty period is less than one (1) year, the coverage is automatically extended if the product is being repaired when the warranty expires. CANCELLATION section is amended as follows: **You** may cancel this **Agreement** at any time for any reason by submitting a written request to the **Dealer/Seller** containing a copy of **Your Agreement**.

Georgia: ARBITRATION does not apply in Georgia. CANCELLATION section is deleted in its entirety and replaced with the following: **We** may not cancel this **Agreement** except for material misrepresentation or fraud at time of sale or non-payment of **Agreement** Purchase Price. If **We** cancel this **Agreement**, **We** or the **Dealer/Seller** will refund **You** one hundred percent (100%) of the **Agreement** Purchase Price. Written notice of cancellation will be mailed to **You** at least ten (10) days prior to the cancellation of this **Agreement** for non-payment of the **Agreement** Purchase Price. At least thirty (30) days written notice of cancellation will be mailed to **You** for all other reasons. Cancellation will comply with Section 33-24-44 of the Georgia Code. Cancellation fee is not applicable. **You** may cancel this **Agreement** at any time. 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. If this **Agreement** is cancelled after the first thirty (30) days or a claim has been filed, **We** will refund the amount of the **Agreement** Purchase Price according to the pro-rata method reflecting the greater of the days in force or the miles driven. An administrative fee of ten percent (10%) of the pro-rata refund amount will be applied if the **Agreement** is cancelled by **You**. If **Your Agreement** is financed, the lender has the right to receive any portion of the cancellation refund amounts. If **Your Vehicle** is repossessed, stolen or declared a total loss, **You** authorize the lender to cancel this **Agreement**. The lienholder, if any, will be named on a cancellation refund check as their interest may appear.

Idaho: Coverage afforded under this **Agreement** is not guaranteed by the Idaho Insurance Guarantee Association.

Illinois: CANCELLATION section 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 **Dealer/Seller** for this **Agreement** shall be considered proof of payment to Lyndon Southern Insurance Company, which guarantees **Our** obligations to **You**, providing such insurance was in effect at the time **You** purchased this **Agreement**. This **Agreement** is not insurance and is not subject to Indiana insurance law.

Iowa: Iowa residents only may contact the Iowa Insurance Commissioner at the following address: Iowa Insurance Division, Two Ruan Center, 601 Locust Street, 4th Floor, Des Moines, Iowa 50309-3738 (515) 281-5705. CANCELLATION section 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 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**. If **We** cancel the **Agreement**, written notice of such cancellation will be mailed to **You** within fifteen (15) days of the date of cancellation.

Kentucky: Transfer fee is not applicable. Cancellation fee is not applicable.

Maryland: CANCELLATION section 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, and if no claims have been paid, a full refund will be issued. 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**.

After forty-five (45) days, **We** cannot cancel this **Agreement** except:

1. when there exists:
 - a. a material misrepresentation or fraud at the time of sale of the **Agreement**;
 - b. a matter or issue related to the risk that constitutes a threat to public safety; or
 - c. a change in the condition of the risk that results in an increase in the hazard insured against;
2. for non-payment of premium; or
3. 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. If **Your Agreement** is financed, the insurer shall return any gross unearned premiums that are due under the insurance contract, computed pro rata, and excluding any expense constant, administrative fee, or any nonrefundable charge filed with and approved by the Commissioner.

ARBITRATION does not apply in Maryland. The transfer fee does not apply in Maryland.

Massachusetts: CANCELLATION section 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.

Minnesota: CANCELLATION section 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 provider. 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 section 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 premium. ARBITRATION does not apply in Mississippi. This **Agreement** is not supported by a manufacturer or distributor.

Missouri: CANCELLATION section is amended as follows: If **We** cancel the **Agreement**, notice of such cancellation will be delivered to **You** by registered mail fifteen (15) days prior to cancellation. The applicable free-look time period on this **Agreement** shall only apply to the original **Agreement** purchaser. 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**.

Nebraska: ARBITRATION 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: ARBITRATION does not apply in Nevada. CANCELLATION section is deleted in its entirety and replaced with the following: **You** may cancel this **Agreement** by submitting a written request to the **Dealer/Seller** containing a copy of **Your Agreement** and the current mileage on **Your Vehicle**. During the first thirty (30) days from the **Agreement** Purchase Date, **We** or the **Dealer/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**. **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 **Dealer/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 Vehicle** 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** is non-renewable.

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.

New Jersey: CANCELLATION section 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.

New Mexico: CANCELLATION section 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:

1. **Your** failure to pay an amount when due;
2. **You** are convicted of a crime that results in an increase in the service required under the **Agreement**;
3. Discovery of fraud or material misrepresentation by **You** in obtaining the **Agreement** or in presenting a claim for service there under; or
4. Discovery of either of the following if it occurred after the **Agreement** Purchase Date and substantially and materially increased the service required under the **Agreement**:
 - a. An act or omission by **You**; or
 - b. **Your** violation of any condition of the **Agreement**.

The right to void this **Agreement** is not transferable and applies to only the original **Agreement** holder. If **We** cancel the **Agreement**, notice of such cancellation will be delivered to **You** by registered mail fifteen (15) days prior to cancellation. The notice of cancellation will state the reason for cancellation and will include any reimbursement required. The cancellation will be effective as of the date of termination as stated in the notice of cancellation. 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**. The cancellation fee does not apply in New Mexico.

NEW YORK: CANCELLATION section 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**.

North Carolina: CANCELLATION section 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 **Agreement** for non-payment of premium or for a direct violation of the **Agreement** by **You**.

Ohio: This **Agreement** is not an insurance policy and is not subject to the insurance laws of this state. In the event **You** cancel the **Agreement** as stated in the CANCELLATION section and no refund is received, **You** may contact Lyndon Southern Insurance Company directly for **Your** refund.

Oregon: ARBITRATION does not apply in Oregon.

South Carolina: If **You** have any questions regarding this **Agreement**, or a complaint against **Us**, **You** may contact the South Carolina Department of Insurance at P.O. Box 100105, Columbia, SC 29202, (803) 737-6160, info@doi.sc.gov. CANCELLATION section is amended as follows: 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**. The lienholder, if any, will be named on a cancellation refund check as their interest may appear.

Texas: 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 at 920 Colorado, Austin, Texas 78701 or P.O. Box 12157, Austin, Texas 78711, (800) 803-9202. CANCELLATION section is amended to add the following: 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 the **Agreement** to **Us**. If a covered claim is not paid within forty-five (45) days after **You** have filed proof of loss with **Us**, **You** may file a claim directly with Lyndon Southern Insurance Company. 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 day preceding the effective date of cancellation. The notice will state the effective date of cancellation and the reason for cancellation.

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.

CLAIMS PROCEDURES section is amended as follows: If **You** fail to give any notice or file any proof of loss required by this **Agreement** within the time specified in this **Agreement**, 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.

CANCELLATION section is amended as follows: If **We** cancel this **Agreement**, **We** will provide written notice of cancellation, including the actual reason for the cancellation, to the last known mailing address at least:

1. Ten (10) days before the effective date of cancellation if cancelled for non-payment of the **Agreement** Purchase Price;
2. Forty five (45) days before the effective date of cancellation if cancelled for any other reason.

Payment Terms: This **Agreement** can be purchased by using Cash/Credit Card or Financed as part of **Your** vehicle loan/lease.

West Virginia: The cancellation fee does not apply in West Virginia. ARBITRATION section 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.

If a covered **Claim** is not paid within fifteen (15) working days from the agreed upon settlement, **You** may file a **Claim** directly with Lyndon Southern Insurance Company.