

Administrative Office:
10151 Deerwood Park
Blvd., Bldg. 100, Ste. 500,
Jacksonville, FL 32256



Contract Number

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Declaration Page:

Tire & Wheel Protection

Vehicle Information:					
Year	Make	Model	VIN # (Vehicle Identification Number 17 Digits)	☐ New	☐ Pre-Owned
Vehicle Purchase Date	Vehicle Purchase Price	Mileage at Time of Sale	Select Equipment Mandatory Surcharge ☐ Chrome / Chrome Clad wheels		
Purchaser Information:					
Last Name		First Name	Middle Initial	E- Mail Address	
Address		City	State	Zip	Telephone
Dealer/Seller Information:					
Dealer/Seller Name					Telephone
Address		City	State	Zip Code	
Lienholder Information:					
Lienholder Name					Telephone
Address		City	State	Zip Code	
Agreement Information:					
Agreement Purchase Price \$		Agreement Purchase Date:		Term (Indicated in Months)	
Optional Coverage Surcharges: ☐ COSMETIC ALLOY WHEEL REPAIR <i>(Only available for Vehicles equipped with Alloy Wheels)</i>					

Acceptance of Terms, Conditions and Coverage

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 coverage, exclusions and maintenance requirements shown on the coverage pages. You acknowledge Your understanding of and agreement to the Arbitration and Class Action Waiver in this Agreement. You further understand that this Agreement is not required to obtain financing for the vehicle and Your acceptance of this coverage is voluntary. This Agreement is based on information You provided on this Declaration Page and acknowledge receipt of Your copy of this Agreement.

Customer Signature

Date

Dealer / Seller Representative – Signature

AUTHORIZATION IS REQUIRED FROM THE ADMINISTRATOR PRIOR TO ANY AND ALL REPAIRS OR REPLACEMENT OF COVERED COMPONENTS. **To FILE A CLAIM CALL: TOLL FREE 844-241-5518**

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

I. DEFINITIONS

Administrator/Obligor ("We", "Us", "Our"): Auto Knight Motor Club, Inc. 10151 Deerwood Park Blvd., Bldg. 100, Ste. 500, Jacksonville, FL 32256 (844) 241-5518) who is the **Administrator/Obligor** to this **Agreement** except in the states of Florida, Louisiana, and Oklahoma. In the states of Florida, Louisiana, and Oklahoma, the **Obligor** is Lyndon Southern Insurance Company [10151 Deerwood Park Blvd., Bldg. 100, Ste. 500, Jacksonville, FL 32256, Tel: (800) 888-2738, (Florida License No. 03698 and Oklahoma License No. 44200929)]. In the state of Florida, LOTSOLUTIONS, INC. is providing administration on behalf of Lyndon Southern Insurance Company.

Agreement: This **Agreement** is a contract between **You** and **Us**.

Agreement Term – means the number of Months (selected in the Declaration Page) the **Agreement** is in force provided the appropriate fee is paid and received by **Us**.

Chrome: Chromium plate as a decorative or protective finish applied to wheels of a covered Vehicle. Vehicles equipped with chrome or chrome clad wheels must select the chrome surcharge and the appropriate surcharge is paid and received by **Us** to be eligible for wheel benefits under 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.

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 retail price. Labor time will be reimbursed using nationally recognized labor time standards.

Curb: A stone or concrete edging to a street.

Dealer/Seller: The retail seller of this **Agreement** to **You** for the **Covered Vehicle** described on the Declaration Page under Dealer/Seller Information.

Deductible: This **Agreement** has a \$0 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 II. – Coverage.

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.

Unserviceable: 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.

Vehicle or Covered Vehicle: The Vehicle described on the Declaration Page under Vehicle Information.

Warranty: Any **Warranty** issued by the manufacturer or any other warranty.

You or Your: The purchaser of this **Agreement** identified on the Declaration Page under Purchaser Information.

II. COVERAGE

Coverage - During the **Agreement** Term **We** will cover the necessary **Cost** to pay a repair facility, or at **Our** option, reimburse **You** the **Cost** to remedy any breakdown of the parts listed below. We **DO NOT** cover any part, component or service not specifically covered by this **Agreement**. **At the Administrator's option, replacement parts used in covered repairs may include new, remanufactured, used or non-original equipment manufactured parts. All parts will conform to manufacturer's specifications.**

1. **TIRE PROTECTION** - **We** agree to pay the reasonable costs as recognized by national retail pricing standards **You** incur to repair a tire. **We** agree to replace a tire, only if a tire covered by this **Agreement** becomes unrepairable due to damage caused by a **Road Hazard** and/or a **Curb** impact. Replacement will be made with a tire of like kind and quality based cost to the original tire. This coverage is valid through the tread life of a tire (3/32" or less is excluded).
2. **WHEEL(RIM) PROTECTION** – **We** agree to pay the reasonable costs for the repair or replacement of wheels rendered **Unserviceable** due to a covered **Road Hazard** and/or **Curb** under this **Agreement**. **We** reserve the right to have damaged wheels repaired at **Our** cost by a service provider of **Our** choosing. **We** further reserve right to replace the damaged wheel at **Our** cost with a remanufactured wheel of like kind and quality to wheel that was damaged by the covered **Road Hazard** or **Curb**. **We** will cover wheel replacement only in the event that the damaged wheel cannot be repaired.
3. **CHROME** (mandatory surcharge as it applies. Must be selected at time of sale for coverage to apply and the appropriate surcharge is paid and received by **Us**) – If **Your Vehicle** is equipped with chrome or chrome clad wheels, this surcharge must be selected on the Declaration Page. No wheel repair and/or replacement benefit will be covered under this **Agreement** for vehicles with chrome and/or chrome clad wheels unless this surcharge has been selected and the appropriate surcharge is paid and received by **Us**).
4. **COSMETIC ALLOY WHEEL REFINISHING (Optional coverage, surcharge applies):** If **You** select this surcharge on the Declaration page and the appropriate surcharge is paid and received by **Us**, **We** agree to repair or recondition to the fullest extent possible any Alloy wheel damaged by impact with a **Road Hazard** and/or **Curb** which does not render a wheel **Unserviceable**. This includes minor curb rash or flaking paint and other damage that does not cause the wheel to lose its seal with its tire. **Cosmetic wheel repair and/or replacement is not an available option for non-Alloy wheels.**
5. **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.
6. **TAXES** - **We** agree to pay the cost of local and state taxes as directed by state agencies, for any components replaced under this **Agreement**.

Only the components listed above are covered by this Vehicle Service Agreement

III. CLAIM PROCEDURES

Claims Procedures:

Filing a Claim –

You are responsible for all expenses and repair costs if it is determined that the failure reported is not covered under this **Agreement**. If **Your Vehicle** incurs failure, it is **Your** responsibility to ensure that **You** and the Approved Repair Facility follow the procedures listed below.

If **Your Vehicle** incurs a failure, **You** must take the following steps to file a claim:

1. Contact the Administrator's claim center before any repair or replacement have begun by calling [844-241-5518]. The claim center will initiate a claim and issue **You** a claim number.
2. Take **Your Vehicle** to any licensed Repair Facility. If **You** are within [twenty five (25)] miles of the Dealer/Seller, **We** recommend that **You** return to the Dealer/Seller for repairs. If **You** need assistance in locating a Repair Facility, contact the Administrator at [844-241-5518].
3. Provide Repair Facility with a copy of **Your Agreement** and/or **Your Agreement Number** and/or **Your** claim number.
4. Repair Authorization – Prior to any repair or replacement being made, the Repair Facility must contact the Administrator with the estimate of repairs containing both parts and labor, and to obtain an authorization for the claim. The Administrator's Claim Department can be

contacted [Monday through Friday, 8:00 a.m. to 6:00 p.m. EST] at [844-241-5518]. No repairs are to be made on Your Vehicle until Your claim has been authorized by the Administrator. Any claim for repairs without prior authorization will not be covered.

If You require services outside of Our regular business hours, You may take one of the following steps: (1) Wait until regular business hours and then follow the normal claim procedures, (2) authorize and pay for any diagnostic time needed to determine whether You have a covered failure. If You reasonably determine that You have a covered failure and You choose to have Your Vehicle repaired outside of regular business hours, You are responsible for paying for the Repair. You must then call the Administrator during the next available business hours so the Administrator can determine whether there was a covered failure. If the Administrator determines that there was a covered failure under this Agreement, then We will pay You in accordance with the terms and conditions of this Agreement.

5. Authorize the Repair Facility to perform necessary diagnostic work so that the Repair Facility can provide accurate diagnosis and estimate of repairs. Costs for any diagnostic work is Your responsibility.
6. Allow the Administrator to inspect Your Vehicle prior to any repair or replacement being made.
7. After investigating Your Vehicle's failure, in case of a discrepancy in findings, the Administrator reserves the right to have repairs performed at a location other than the one You have selected.
8. Payment of Claims - To obtain payment for a covered repair You, or the Repair Facility must submit a legible copy or original repair order to the Administrator. Repair orders must be legible and understandable, and contain the following information: Repair Facility name, address and phone number, Your name, address and phone number, repair diagnosis, parts and labor costs, claim number, Vehicle identification number, Vehicle mileage, year, make and model. Claim number issued by the Administrator must appear on all receipts submitted for reimbursement. No invoices will be processed without a valid claim number. The claim number is valid for 180 days from the date it is issued. Once authorization is obtained, and the repair is completed, all repair orders and documentation must be submitted to the Administrator within 180 days to be eligible for payment.

YOUR RESPONSIBILITY FOR SERVICE AND MAINTENANCE

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.

IV. 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.

1. This **Agreement** is between the **Purchaser** of the **Agreement (You)** and the **Administrator/Obligor** and applies only to the **Vehicle** identified in the Declaration Page under the Vehicle Information section. 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**.
2. **Agreement Period** - The **Agreement** Term begins on the **Agreement** Purchase Date (effective date) and expires on the passing of the number of months selected.
3. **If You have Other Coverage:** If **You** have any other coverage, **We** will pay only the amount in excess of that coverage, subject to the limits of this **Agreement**.
4. **Limit of Liability** - This **Agreement** is for the sole benefit of **You** (the purchaser named on the Declaration Page) and applies only to the **Vehicle**. 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**. The total of all benefits paid or payable under this **Agreement** shall not exceed the purchase price of the **Vehicle**. The total aggregate repair or replacement for wheel (rim) protection will not exceed \$7,500 including cosmetic repairs. In no event will **Our** liability for an individual repair visit exceed the average retail value of the **Vehicle** as stated in the current online National Automobile Dealer Association (NADA) pricing guide immediately prior to the breakdown.
5. **Odometer** – **Your** odometer must function and display at all times. A non-working odometer, odometer display or cluster containing the odometer, or odometer that has been stopped, altered or misrepresents the actual mileage voids the **Agreement** without cancellation. No refund will be paid.
6. **You** are responsible for properly maintaining the **Vehicle** in accordance with the manufacturer's specifications and to protect against further damage from continued operation.
7. **Coverage** is limited to the repair or replacement of stated components.
8. **Failure** of a covered component must occur while the **Agreement** is in force.
9. **Administrator** will make arrangements for payment in the amount of the authorized amount less related charges not covered by the **Agreement**.
10. **You** must provide your **Agreement** number when contacting the **Administrator**.
11. **Administrator** does not allow any third party to create any obligation or liability in connection with this **Agreement**.
12. The **Dealer/Seller** is not an agent of the **Administrator**.
13. **Notice to Consumers:** The terms of this **Agreement** control the **Agreement** between **You** and **Us**. No change or modification to the written terms is valid. Misrepresentation will result in rejection or cancellation 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**.
14. **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.
15. **You** are covered during the **Agreement Term**. This **Agreement** applies only to repairs occurring within the continental United States of America, Alaska, Hawaii or Canada.

V. EXCLUSIONS – WHAT THIS AGREEMENT DOES NOT COVER

This Agreement excludes the following parts and services:

1. **General Exclusions:** This Agreement DOES NOT COVER OR PAY FOR ANY (1) consequential loss or damage whatsoever, including loss, damage or injury to person 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) You rent Your Vehicle to someone else; (3) Your Vehicle is used for Commercial Use; (4) Your Vehicle is used for snow plowing, competition or speed events; (5) For fraudulent representations to obtain this Agreement or when presenting a request for Repair under this Agreement; (6) Any damage that occurs outside the United States, Alaska, Hawaii or Canada; (7) Pre-Existing Condition(s); (8) Any repair, replacement or services performed without the Administrator's prior authorization unless outside of regular business hours; (9) And for costs covered by any Warranty, insurance policy or any other guarantee, regardless of whether they honor such a warranty or guarantee.

2. **Tire Protection 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 transferred from another Vehicle subsequent to the Agreement Purchase Date; (5) Any damage to tires 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 (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 tire repair and/or replacement that is not preauthorized by Us. Any loss that is not reported to Us within sixty (60) days from the date the damage occurs; (10) and any damage caused by the continued operation of Your Vehicle following an initial covered failure.
3. **Wheel (Rim) Protection 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) Any damage to wheels transferred from another Vehicle subsequent to the Agreement Purchase Date; (4) Any damage to wheels that are mounted on vehicles other than private passenger cars and light duty trucks and vans (under 13,500 GVWR); (5) 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; (6) Replacement wherein the manufacturer, by public announcement of a recall, established its responsibility to replace wheels; (7) Any loss where You or any person on Your behalf falsely swears or commits any fraudulent act with respect to any claim; (8) Any wheel repair or replacement that is not preauthorized by Us. Any loss that is not reported to Us within sixty (60) days from the date the damage occurs; (9) Wheels which were mounted on the Vehicle subsequent to the Agreement Purchase date; (10) Any wheel which maintains a seal with its tire unless the applicable cosmetic wheel repair/replacement option has been elected; and (11) Any damage caused by the continued operation of Your Vehicle following an initial covered failure.
4. **Cosmetic Alloy Wheel Repair Exclusions:** The following are not covered - non-Alloy 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 wheels on the Vehicle at the time of original Vehicle purchase are covered.

INELIGIBLE VEHICLES

The following Vehicles are ineligible under this Agreement:

- 1) Any imported Vehicle that was not originally manufacturer to meet U.S. Federal Motor Vehicle Standards.
- 2) Any Vehicle that was reconstructed from salvage, declared a total loss, declared a lemon, or if the original manufacturer's warranty was voided for any reason.
- 3) Any Vehicle that is or will be used/equipped or identified as: farming, forestry, agriculture, welding, road construction or oil field industries; taxicab, rental, limousine, auto transport, shuttle or livery service, emergency response vehicles including police, fire, search and rescue, ambulance, paramedic, or security; mail carrier or any other pick up delivery services; waste removal, dump truck, hazardous material transportation; federal, state or city government, or military use; fleet/pool vehicles used by multiple drivers, or commercial use.
- 4) Any Vehicle equipped with a snow plow.
- 5) Any Vehicle that has the following characteristics: dump bed, step-van, high-cube van, incomplete vehicles, right hand steering vehicles, or Vehicles that have special bodies designed for commercial use.

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

VI. CANCELLATION OF THIS AGREEMENT

You may cancel this **Agreement** by submitting a written request to the **Dealer/Seller** including a copy of **Your Agreement**. During the first thirty (30) days from the **Agreement** Purchase Date, **We** or the **Dealer/Seller** will refund **You** 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** or the **Dealer/Seller** will refund **You** a pro rata refund of the **Agreement** Purchase Price, based on the term remaining of the **Agreement**, less any claims paid, and less a fifty dollars (\$50) cancellation fee. After thirty (30) days, **We** may cancel this Agreement for material misrepresentation or fraud at time of sale. If **We** cancel this **Agreement**, **We** or the **Dealer/Seller** will refund **You** 100% of the **Agreement** Purchase Price, less any claims paid on **Your Agreement**. If **Your Agreement** is financed, the Lienholder 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 Lienholder to cancel this **Agreement**. The Lienholder, if any, will be named on a cancellation refund check as their interest may appear.

VII. TRANSFER OF THIS AGREEMENT

In the event that **You** sell the **Vehicle**, this **Agreement** shall terminate or **You** may apply for a transfer to the new owner. If **You** choose to apply for transfer of the **Agreement** to the new owner the transfer request must be made in writing within thirty (30) days from the date of sale to a private party (non-commercial party) and include the following: (1) A check for a one hundred-dollar (\$100) transfer fee; (2) A copy of the Application 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.

If **You** do not request the transfer of the **Agreement** to the new owner the **Agreement** shall terminate. To receive a refund of the unearned **Agreement** Price **You** must: (1) notify **Us** in writing within thirty (30) days of the sale and (2) provide a signed affidavit stating the date of the sale. If **Your Agreement** is financed, the Lienholder has the right to receive any portion of the cancellation refund amounts.

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.**

DISPUTE RESOLUTION/ARBITRATION AGREEMENT AND CLASS ACTION WAIVER

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

Arbitration is a method of resolving any Claim without filing a lawsuit. In this Arbitration Agreement and Class Action Waiver (collectively including all of this section of this **Agreement**), **You, We**, and the **Administrator/Obligor** (the "Parties") are agreeing to submit any and all Claims to binding arbitration on an individual basis for resolution. This Arbitration Agreement and Class Action Waiver sets forth the terms and conditions of Our Agreement to binding arbitration. The Parties agree that any and all claims, disputes and controversies related in any way to this **Agreement**, including but not limited to claims related to the underlying transaction giving rise to this **Agreement**, or claims related to the sale, financing or fulfillment of this **Agreement** (collectively, "Claims"), shall be resolved by final and binding arbitration. "Claims" shall be given the broadest meaning possible and includes, without limitation, Claims arising under contract, tort, statute, regulation, rule, ordinance or other rule of law or equity, and Claims against any of **Our** or the **Administrator's** owners, shareholders, members, affiliates, subsidiaries, divisions, directors, officers, employees, representatives, agents, successors, or assigns. "Claims" does not include a statutory claim for public injunctive relief brought under any California statute enacted for a public reason, provided that **You** are a California resident or that **You** purchased **Your Agreement** in California. In arbitration, Claims are resolved by an arbitrator and not by a judge or jury. THE PARTIES, INCLUDING YOU, WAIVE ANY RIGHT TO HAVE CLAIMS DECIDED BY A JUDGE OR JURY. In addition, except as expressly stated in the Class Action Waiver or otherwise expressly stated herein, the arbitrator shall have exclusive authority to decide all issues related to the enforcement, applicability, scope, validity, and interpretation of this Arbitration Agreement, including but not limited to any unconscionability challenge or any other challenge that the Arbitration Agreement is void, voidable or otherwise invalid. Notwithstanding this Agreement to arbitrate, each of the Parties retains the right to seek remedies in small claims court to resolve any Claim, on an individual basis, within the jurisdiction of small claims court. **You** acknowledge **Your** understanding that all Parties hereunder are waiving their rights to go to court, except for small claims court, to resolve any Claims arising under or related to this **Agreement**.

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

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

The arbitration shall be administered by the American Arbitration Association ("AAA"). The arbitration shall be conducted pursuant to the AAA Consumer Arbitration Rules (the "Code"). Information on AAA and a copy of the Code may be found at the following number and URL: American Arbitration Association, (800) 778-7879, www.adr.org. The arbitration will be governed by federal substantive law and the substantive and procedural provisions of the Federal Arbitration Act ("Act"), 9 U.S.C. §§ 1-16. If federal substantive law holds that state law should apply to any issue relating to the arbitration, then the law of the state where **You** purchased the **Agreement** shall apply, without regards to conflicts of law. The arbitration will occur before a single, neutral arbitrator selected in accordance with the Code in effect at the time the arbitration is commenced. If **Your** total damage claims (not including attorney's fees) do not exceed \$25,000, then all Claims shall be resolved by the Code's Procedures for the Resolution of Disputes through Document Submission, except that a Party may ask for a hearing or the arbitrator may decide that a hearing is necessary. If a hearing is held, **You** have a right to attend the arbitration hearing in person, and **You** may choose to have any arbitration hearing held in the county in which **You** live, the closest AAA location to **Your** residence, or via telephone. In the event that the specified arbitration forum is unavailable, the Parties may agree on a substitute arbitration forum. If the Parties cannot agree, a court of competent jurisdiction may appoint a substitute arbitration forum. For information about how to initiate arbitration with the AAA, the Parties may refer to the AAA Code and forms at www.adr.org or call (800) 778-7879. If **You** initiate arbitration with AAA, **You** must pay the AAA filing fee in an amount no greater than the fee **You** would have to pay if **You** filed a complaint in federal court. **We** will pay any remaining Costs of arbitration required by the Code ("Arbitration Costs"); however, if the arbitrator determines that any of **Your** claims are frivolous, **You** shall bear all of the Arbitration Costs. If **We** initiate arbitration against **You**, **We** will pay the AAA filing fee and the Arbitration Costs. Each party will pay his/her/its own attorney's fees, as well as costs relating to proof and witnesses, regardless of who prevails, unless applicable law and/or the Code gives a party the right to recover any of those fees from the other party. An arbitration award may not be set aside except upon the limited circumstances set forth in the Federal Arbitration Act. An award in arbitration will be enforceable under the Federal Arbitration Act by any court having jurisdiction. The time for commencing an arbitration asserting any Claim shall be determined by reference to the applicable statute(s) of limitations, including the applicable rules governing the commencement of the limitations period, and a Claim in arbitration is barred to the same extent it would be barred if it were asserted in court of law or equity rather than in arbitration.

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

OPT-OUT PROVISION. YOU SHALL HAVE THE RIGHT TO OPT OUT OF THIS ARBITRATION AGREEMENT AND CLASS ACTION WAIVER BY PROVIDING WRITTEN NOTICE OF YOUR INTENTION TO DO SO TO US WITHIN THIRTY (30) DAYS OF THE PURCHASE OF THIS AGREEMENT (THE DATE OF PURCHASE BEING INDICATED ON YOUR AGREEMENT. To opt out, **You** must send written notice to either: (1) [10151 Deerwood Park Blvd., Building 100, Suite 500, Jacksonville, FL 32256, Attn: Legal] or (2) [legal@fortegra.com], with the subject line, "Arbitration/Class Action Waiver Opt Out." **You** must include in **Your** opt out notice: (a) **Your** name and address; (b) the date **You** purchased **Your Agreement**; and (c) the **Dealer/Seller**. If **You** properly and timely opt out, then all Claims will be resolved in court rather than arbitration.

VIII. INSURANCE STATEMENT

Our obligations under this **Agreement** are insured under an insurance policy issued by Lyndon Southern Insurance Company 10151 Deerwood Park Blvd., Bldg. 100, Ste. 500, Jacksonville, FL 32256, Tel: (800) 888-2738, except in California, Georgia, New York, Rhode Island and Wisconsin.

In California, if any promise made in the **Agreement** has been denied or has not been honored within sixty (60) days after **Your** request, **You** may contact the California Department of Insurance at (800) 927-4357 or access the department's Internet Web site (www.insurance.ca.gov).

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 Wisconsin, **Our** obligations under this **Agreement** are backed by the full faith and credit of Auto Knight Motor Club, Inc. 10151 Deerwood Park Blvd., Bldg. 100, Ste. 500, Jacksonville, FL 32256, (800) 451-0459.

In New York and Rhode Island, **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.

IX. STATE DISCLOSURES

This Agreement is amended to comply with the following state requirements for the **Dealer/Seller's** state:

California: CANCELLATION section is amended as follows: 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 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 sixty (60) days of the **Agreement** Purchase Date for any reason. After sixty (60) days, **We** may cancel this **Agreement** due to **Your** material misrepresentation or fraud at time of sale, or **Your** failure to pay the **Agreement** Purchase Price. If **We** cancel this **Agreement**, **We** or the **Dealer/Seller** will refund **You** one hundred percent (100%) of the **Agreement** Purchase Price, less any claims paid by **Us**. No cancellation fee will apply in the event **We** cancel this **Agreement**. Any refund will be sent to the 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.

Connecticut: Unresolved complaints may be addressed to the State of Connecticut, Insurance Department, P.O. Box 816, Hartford, CT 06142-0816, Attention: Consumer Affairs. 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 price of the item subject to the **Agreement**, the cost of repair of the item and shall include a copy of this **Agreement**. If the term of this **Agreement** is less than one year, the coverage is automatically extended if the product is being repaired when the **Agreement** 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**. You may cancel this **Agreement** if the covered **Vehicle** is returned, sold, lost, stolen or destroyed.

Florida: The rate charged for this **Agreement** is not subject to regulation by the Florida Office of Insurance Regulation. CANCELLATION section is amended as follows: You may cancel this **Agreement** by submitting a written request to the **Dealer/Seller** containing a copy of **Your Agreement**. During the first sixty (60) days from the **Agreement** Purchase Date, **We** or the **Dealer/Seller** will refund **You** 100% of the **Agreement** Purchase Price, less any claims paid on **Your Agreement**. After the first sixty (60) days from the **Agreement** Purchase Date, **We** or the **Dealer/Seller** will refund **You** a pro-rated amount of the **Agreement** Purchase Price, based on the greater days in force or miles driven on the term selected and the date coverage begins, less a fifty-dollar (\$50) dollar cancellation fee or five (5) percent of the gross premium paid by **You**, whichever is less. **We** may cancel this **Agreement** during the first sixty (60) days of the **Agreement** Purchase Date for any reason. After sixty days, **We** may cancel this **Agreement** for material misrepresentation or fraud at time of sale or for non-payment of **Agreement** Purchase Price, if the **Vehicle** is determined to be ineligible for coverage, if **You** have failed to maintain the **Vehicle** as prescribed by the manufacturer and if the odometer has been tampered with or disabled and **You** have failed to repair the odometer. If **We** cancel this **Agreement**, **We** or the **Dealer/Seller** will refund **You** 100% of the **Agreement** Purchase Price, less any claims paid on **Your Agreement**. If **We** cancel this **Agreement** for non-payment by **You**, **We** shall provide **You** notice of cancellation by certified mail. A forty-dollar (\$40) transfer fee is applicable. ARBITRATION section is amended to add the following: Arbitration proceedings shall be conducted in the county in which the consumer resides.

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).

Minnesota: CANCELLATION section is amended to add the following: If **You** are the original **Agreement** Holder and **You** cancel this **Agreement** within thirty 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. 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**.

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 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 insurance and is not subject to the insurance laws of this state.

Oklahoma: Oklahoma service warranty statutes do not apply to commercial use references in service warranty contracts. Coverage afforded under this **Agreement** is not guaranteed by the Oklahoma Insurance Guaranty Association. CANCELLATION section is amended as follows: **You** may cancel this **Agreement** by submitting a written request to the **Dealer/Seller** containing a copy of **Your Agreement**. If **You** cancel during the first thirty (30) days from the **Agreement** Purchase Date, and no claim has been authorized or paid, **We** or the **Dealer/Seller** will refund **You** 100% of the **Agreement** Purchase Price. After the first thirty (30) days from the **Agreement** Purchase Date, or if a claim was made within the first thirty (30) days, **We** or the **Dealer/Seller** shall provide a refund of ninety percent (90%) of the unearned pro-rata premium, less the cost of service provided under this **Agreement**. **We** may cancel this **Agreement** for material misrepresentation or fraud at time of sale or for non-payment of the **Agreement** Purchase Price, or if the **Vehicle** is determined to be ineligible for coverage. If **We** cancel this **Agreement**, **We** or the **Dealer/Seller** will refund **You** 100% of the **Agreement** Purchase Price, less the cost of service provided under this

Agreement. ARBITRATION section is amended as follows: While arbitration is mandatory, the outcome of any arbitration shall be non-binding on the parties, and either party shall, following arbitration, have the right to reject the arbitration award and bring suit in district court.

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: 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. 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 the 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.

Washington: All references to Administrator throughout this **Agreement** are replaced with **Service** Provider. 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** stating the date upon which the cancellation is effective, and containing a copy of **Your Agreement**. During the first thirty (30) days from the **Agreement** Purchase Date, **We** or the **Dealer/Seller** will refund **You** 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** or the **Dealer/Seller** will refund **You** a pro-rated amount of the **Agreement** Purchase Price, based on the greater days in force based on the term selected and the date coverage begins, less a twenty-five-dollar (\$25) cancellation fee. 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**. **We** may cancel this **Agreement** during the first thirty (30) days for the **Agreement** Purchase Date for any reason. After thirty (30) days, **We** may cancel this **Agreement** nonpayment of **Agreement** Purchase Price by the **Dealer/Seller** to **Us**, or for material misrepresentation or fraud at time of sale. If **We** cancel this **Agreement**, **We** or the **Dealer/Seller** will refund **You** 100% of the **Agreement** Purchase Price. If **We** cancel this **Agreement**, **We** shall mail written notice to **You** at **Your** last known address no less than twenty-one (21) days prior to the effective date of the cancellation. The notice shall state the effective date and the reason for cancellation. ARBITRATION section is amended to add the following: The Insurance Commissioner of Washington is the Service Provider's attorney to receive service of process in any action, suit or proceeding in any court, and the state of Washington has jurisdiction of any civil action in connection with this **Agreement**. Arbitration proceedings shall be held at a location in closest proximity to the service **Agreement** holder's permanent residence. **You** may file a direct claim with the Lyndon Southern Insurance Company at any time. **Our** obligations under this **Agreement** are insured under insurance policy number AKMC-WA issued by Lyndon Southern Insurance Company, 10151 Deerwood Park Blvd., Bldg. 100, Ste. 500, Jacksonville, FL 32256, Tel: (800) 888-2738. In the event **We** fail 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. To do so, please call the following toll-free number for instructions: (800) 888-2738.