

This Agreement is between the Agreement Holder ("YOU" and "YOUR") identified on the attached Customer Registration ("Registration") Agreement page, and Triple Protection Auto Care, Inc., Dba Tri-PAC ("WE", "US" and "OUR"). It provides for YOU to receive the services listed under the Recover for Keys LIMITED WARRANTY Program Benefit(s) below for the vehicle identified by the Vehicle Identification Number ("Vehicle") on the Registration page. Coverage is subject to the terms, limitations and conditions set forth in this Agreement. This Agreement is not an insurance policy, or a guarantee.

1. **AGREEMENT TERM. THIS LIMITED WARRANTY AGREEMENT IS EFFECTIVE FROM THE EFFECTIVE DATE LISTED ON THE CUSTOMER REGISTRATION AGREEMENT PAGE AND SHALL EXPIRE 36 MONTHS FOLLOWING THE EFFECTIVE DATE INDICATED.**
2. **DEFINITIONS.**
  - a. **ADMINISTRATOR** shall mean the entity that administers this Limited Warranty for US and listed in the Agreement.
  - b. **RECOVER FOR KEYS TAG** shall mean a Recover for Keys finder device provided and attached to the vehicle key or key fob listed on this Registration Agreement.
  - c. **DEALER** shall mean the licensed DEALER named on the Customer Registration Agreement page.
  - d. **AGREEMENT HOLDER** shall mean the person, ("YOU" and "YOUR") listed on the Registration.
  - e. **VEHICLE** shall mean a motorized automobile or truck listed on the Registration.
  - f. **AGREEMENT EFFECTIVE DATE** shall mean the Date the Agreement is purchased.
3. **RECOVER FOR KEYS FINDER LIMITED WARRANTY BENEFITS and LIMITATIONS.** In the event the Vehicle's key or key fob is lost or stolen AND the RECOVER FOR KEYS TAG becomes inoperable, replacement of the key or key fob will be provided, for an amount not to exceed eight hundred (\$800) dollars. All keys are cut and replaced to the manufacturer standard, the key transponder programmed (if necessary), no deductible - zero out-of-pocket costs for you at the time of your claim, includes replacement of the vehicle responder, and coverage also includes Roadside Assistance (described in section 7). We reserve the right to use like kind and quality replacements for lost or damaged keys or key fob, and have an Appropriate Franchise Dealer authorized by the Original Equipment Manufacturer (OEM) repair or replace the Eligible Keys/Key Fobs. Coverage is limited to one replacement per year through the term of the Agreement. **YOU MUST OBTAIN AUTHORIZATION PRIOR TO REPLACEMENT OR REPAIR OF VEHICLE'S KEY OR KEY FOB.**
4. **KEY EXCLUSIONS.**
  - a. **YOU MUST OBTAIN AUTHORIZATION PRIOR TO REPAIR, OR REPLACEMENT KEY/KEY FOB**
  - b. Any Key/Key Fob repair or replacement covered by warranty, recall or acknowledgment of responsibility issued by the manufacturer of the eligible Key/Key Fob.
  - c. Any Consequential Loss or damage whatsoever, including loss, damage, or injury to persons or property resulting from the failure of any of the parts of the vehicle, the repair or replacement of which are covered under the terms and conditions of this Agreement.
  - d. None of the benefits referenced throughout this Agreement will be provided if the covered Vehicle has been involved in an accident.

- e. Coverage shall not be provided in the event of emergencies resulting from the use of the covered Vehicle in the commissions of a crime.
  - f. No coverage is provided for losses resulting from YOUR, fraudulent or illegal acts whether acting alone or in collusion with others
5. **CLAIM PROCEDURE.** YOU must call the Administrator at 877-963-9372 to initiate YOUR claim. Hours of Operation: Monday through Friday: 9 a.m. (MST) to 5 p.m. (MST). YOU MUST OBTAIN AUTHORIZATION PRIOR TO REPAIR/REPLACEMENT. YOU must provide the Administrator with the following documents:
- a. Your contract agreement number
  - b. Number of Keys received at time of purchase
  - c. Cause of Claim for RecovR for Keys Limited Warranty
  - d. Copy of the Repair Order from the Servicing Facility
  - e. Documents can be submitted via email to [claims@tripac.net](mailto:claims@tripac.net) or faxed to 303-798-2480

ALL documents must include the Agreement Number of the RecovR for Keys Limited Warranty Customer Registration Agreement of the Claimant and be legible – or benefits could be suspended until legible copies have been received.

Administrator reserves the right to request relocation to a repair facility of administrator's choice. In the event, YOUR Key or Key Fob becomes inoperable after the Administrator's regular business hours, and replacement must be affected, YOU MUST notify us by emailing [claims@tripac.net](mailto:claims@tripac.net) or by calling the Administrator at 877-963-9372 on the following business day.

## 6. EXCEPTIONS AND EXCLUSIONS.

- a. No coverage is provided for losses resulting from fraudulent or illegal acts of the Agreement Holder whether acting alone or in collusion with others.
- b. No coverage is provided for incidental or consequential damages such as loss of time or use, inconvenience, commercial loss, personal injury, or property damage.
- c. No coverage is provided for damages or failures beyond OUR control including, without limitation, collision, accident, vandalism, fire, submersion, improper repairs, corrosion, contamination, or chemical damage.
- d. All losses outside of the United States and Canada are excluded from coverage of this Agreement.
- e. Wherever possible, each provision of this Limited Warranty shall be interpreted in such a manner as to be effective and valid pursuant to applicable laws. If any provision of this Limited Warranty is prohibited by or invalid pursuant to applicable law, such provision shall be ineffective.

## 7. EMERGENCY ROAD SERVICES consist of:

- a. **Mechanical First Aid:** Any service requiring a minor adjustment (exclusive of parts) to enable YOUR disabled Vehicle to proceed under its own power.
- b. **Tire Service:** Changing of a flat tire with inflated spare.
- c. **Battery Service:** Attempting to start Vehicle with a booster battery.

- d. **Delivery Service:** Delivery of emergency supplies of gasoline, oil or water and other accessories and supplies as may be required and available. Material being delivered will be paid by customer.
  - e. **Towing Service:** When the Vehicle is disabled, it will be hooked up and towed up to (100 miles) to a destination of YOUR choice by an authorized tow service.
  - f. **Locksmith Service:** If keys are locked inside YOUR Vehicle, a locksmith will be dispatched to assist YOU in gaining entry of YOUR locked Vehicle.
  - g. **Road Club Service:** (877) 418-4695 (YOUR Agreement number on the top right corner of Customer / Service Contract Agreement Section is YOUR Member ID) **GENERAL PROVISIONS.** Only the program and benefits listed here are covered by this Agreement.
8. **CANCELLATION PROVISION.** You may cancel this Limited Warranty Contract by submitting a written request to the Dealer. If You request a cancellation during the first sixty (60) days from the Limited Warranty Contract Purchase Date, We will refund You one hundred percent (100%) of the Limited Warranty Contract Price, less any claims paid on Your Limited Warranty Contract. After the first sixty (60) days from the Limited Warranty Contract Purchase Date, We will refund You a pro-rated amount of the Limited Warranty Contract Price, based on the Term remaining of the Limited Warranty Contract, less a cancellation fee of either ten percent (10%) of the Limited Warranty Contract Price or twenty-five dollars (\$25.00), whichever is less, less any claims paid on your Limited Warranty Contract.
9. 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 this Agreement has been denied or has not been honored within sixty (60) days of the date proof of loss was filed. The name and address of the insurance company is Response Indemnity Company of California, [10751 Deerwood Park Blvd., Suite 200, Jacksonville, FL 32256, (800) 888-2738]. If the Obligor fails to pay an authorized claim within sixty (60) days, or If the obligor becomes insolvent or ceases to conduct business during the term of this Agreement, you may submit your claim directly to the applicable insurer at the above address for consideration. If YOU are NOT satisfied with the insurance company's response, YOU may contact the California Department of Insurance at 1-800- 927-4357 or access the department's internet web site at: [www.insurance.ca.gov](http://www.insurance.ca.gov).
10. **CONSEQUENTIAL DAMAGES.** This contract does not allow YOU to recover any liability for property damage, injury to or death of any persons arising out of the operation, maintenance or use of YOUR Vehicle, whether related to this Agreement, including damages associated to loss of time, profit, inconvenience, consequential damages, or any other loss that results from a failure.
11. **ADMINISTRATOR:** The Selling Dealership has retained the services of an Administrator for this Agreement.

Triple Protection Auto Care Inc., Dba Tri-PAC  
7200 S. Alton Way Ste C-200  
Centennial CO 80112  
Telephone: 1-877-963-9372

12. **THIS LIMITED WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, AND NO ONE IS AUTHORIZED TO ASSUME FOR TRIPLE PROTECTION AUTO CARE INC., Dba Tri-PAC ANY OTHER LIABILITY IN CONNECTION WITH THE SALE OF THESE PRODUCTS. TRIPLE PROTECTION AUTO CARE INC. SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL OR INDIRECT DAMAGE OF WHATEVER KIND AND SHALL ONLY BE REQUIRED TO PERFORM THE**

**REMEDIES LISTED HEREIN.**

- 13. ARBITRATION.** In the event YOU and the Administrator fail to agree to the amount of a covered service, or whether coverage is provided under this Agreement, each party hereby agrees to submit the dispute to binding arbitration under the rules of the American Arbitration Association (AAA). Arbitration shall proceed solely on an individual basis without the right for any dispute to be arbitrated on a class action basis or on a basis involving claims brought in a purported representative capacity on behalf of others. The arbitrator's authority to resolve and make written awards is limited to disputes between YOU and the Administrator alone. Claims may not be joined or consolidated unless agreed to in writing by all parties. The parties agree that arbitration will be heard by a single arbitrator either by telephone or in the county of Administrator. For all non-frivolous claims, the Administrator shall pay the arbitrator's fees. The arbitrator shall be selected by mutual agreement of the parties. If the parties are unable to agree to an arbitrator, the arbitrator will be selected by a court of competent jurisdiction, each party to bear its own costs.

**STATE PROVISIONS**

If a covered service is not provided to YOU by the provider no later than the sixtieth (60th) day after proof of loss has been filed, or if a refund or credit is not paid before the forty-sixth (46th) day after the date on which the AGREEMENT is returned to the provider, YOU may apply for reimbursement directly to the reimbursement insurance company. Obligations of the provider under this service AGREEMENT are insured under a service AGREEMENT reimbursement insurance policy provided by Lyndon Southern Insurance Company, 10751 Deerwood Park Blvd., Ste.200 Jacksonville, FL 32256, Telephone: (800) 888-2738.

Regulation of service AGREEMENTS may vary from state to state. The following state specific requirements apply if YOUR AGREEMENT was purchased in one of the following states:

**ALABAMA**

**The CANCELLATION section of this Agreement is replaced in its entirety by the following:** If this Agreement is canceled by You within thirty (30) days from the **Effective Date**, You will receive a refund of the full purchase price, less the amount of any claims paid or payable. If You cancel this Agreement after the first thirty (30) days, You will be refunded on a prorated basis, less a cancellation fee of twenty-five dollars (\$25) and the amount of any claims paid or payable. In addition, a ten percent (10%) penalty per month will be applied to any refund not paid or credited within forty-five (45) days of Your written request to cancel the **Agreement**. The refund will be payable to You or the **Lienholder**, where applicable. To initiate the cancellation process, You must contact the **Selling Dealer** or the Administrator. The Administrator of this Agreement shall mail a written notice to You at the last known address in their records at least five (5) days prior to cancellation by the Administrator. Prior notice is not required if the reason for cancellation is nonpayment of the Agreement charge or a material misrepresentation by You to the Administrator relating to the covered property or its use. The notice shall state the **Effective Date** of the cancellation and the reason for the cancellation.

**ALASKA**

**The CANCELLATION section of this Agreement is replaced in its entirety by the following:** To initiate the cancellation process, You must contact the **Selling Dealer** or the Administrator. If this Agreement is canceled by You within thirty (30) days from the **Effective Date**, and a claim has not been made, You will receive a refund of the full purchase price. If the Administrator does not pay or credit a refund owed within forty-five (45) days, they will pay a penalty of ten percent (10%) of the Provider fee paid by the **Agreement Holder** for each thirty (30) day period that the refund remains unpaid. If You cancel this Agreement within thirty (30) days from the **Effective Date** and a claim has been made, or if You cancel this Agreement after the first thirty (30) days, You will be refunded the prorated amount of the unearned Provider fee, less the amount of any claims paid or payable. If the Administrator does not pay or credit a refund owed within forty-five (45) days, they will pay a penalty of ten percent (10%) of the unearned Provider fee paid by the **Agreement Holder** for each thirty (30) day period that the refund remains unpaid. The Administrator may only cancel the Agreement for: 1) fraud, material misrepresentation; 2) failure to pay the Agreement charge; 3) discovery of a grossly negligent act or omission by You that substantially increases the hazards covered by the Agreement; 4) physical changes in the **Vehicle** covered by the Agreement that result in the **Vehicle** becoming ineligible for coverage under this Agreement; and 5) a substantial breach of duties by You related to the **Vehicle**. If the Administrator cancels this Agreement, they will mail written notice of cancellation to You at the last known address in their records. Notice will be mailed before the fifth (5th) day preceding the **Effective Date** of the cancellation. The cancellation notice will state the **Effective Date** and reason for cancellation. The Administrator is not required to send a written notice of cancellation if they discover one of the following: 1) fraud or material misrepresentation by You at the time of **Agreement** purchase or in pursuing a claim under the Agreement; and 2) failure by You to pay an amount when due. If the **Administrator** cancels this Agreement, You will be refunded the prorated amount of the unearned Provider fee, less the amount of any claims paid or payable. If the Administrator does not pay or credit a refund owed within forty-five (45) days, they will pay a penalty of ten percent (10%) of the unearned Provider fee paid by the **Agreement Holder** for each thirty (30) day period that the refund remains unpaid. If a covered service is not provided to You by the Provider no later than the thirtieth (30th) day after proof of loss has been filed, or if a refund or credit is not paid before the forty-sixth (46th) day after the Date on which the **Agreement** is returned to the Provider, You may apply for reimbursement directly to the reimbursement insurance company. Obligations of the Provider under this Agreement are insured under a service Agreement reimbursement insurance policy provided by Lyndon Southern Insurance Company, 10751 Deerwood Park Blvd., Ste. 200 Jacksonville, FL 32256, Telephone: (800) 888-2738. Repairs covered under this Agreement may be affected with one or more parts supplied by a source other than the manufacturer of Your motor **Vehicle**. This Agreement does not cover pre-existing conditions.

**ARIZONA**

**The CANCELLATION section of this Agreement is replaced in its entirety by the following:** Repairs covered under this Agreement may be affected with one or more parts supplied by a source other than the manufacturer of Your motor vehicle. Any pre-existing conditions or damage unless such conditions were known or should reasonably have been known to Us



**or the Selling Dealer.** This **AGREEMENT** may be cancelled by **YOU** at any time. To cancel, **YOU** must return this **AGREEMENT** to the **Selling Dealer** or the **Administrator**. If this **AGREEMENT** is canceled within thirty (30) days from the **EFFECTIVE DATE**, **YOU** will be refunded one hundred percent (100%) of the full purchase price less the amount of any claims paid or payable. If this **AGREEMENT** is canceled after the first thirty (30) days, **YOU** will be refunded on a prorated basis less the amount of any claims paid or payable. The refund will be payable to **YOU or the Lienholder**, where applicable. This **AGREEMENT** may not be cancellable by the **Administrator** unless at least one of the following conditions are met: (1) If there has been a material misrepresentation or fraud at the time of sale of this **AGREEMENT**; or (2) For nonpayment of the premium by **YOU**. If this **Agreement** is canceled by the **Administrator**, the refund will not be less than one hundred percent (100%). The **Lienholder** will be named on the check when financing had been provided for the purchase price. In the event of repossession or total loss, the **Lienholder** may request cancellation of this **AGREEMENT** and shall be the sole named payee. **The ARBITRATION section of this AGREEMENT is replaced in its entirety by the following:** In the event **YOU** and the **Administrator** fail to agree to the amount of a covered service, or whether coverage is provided under this **AGREEMENT**, each party hereby agrees to submit the dispute to binding arbitration under the rules of the American Arbitration Association (AAA). **Arbitration** shall proceed solely on an individual basis without the right for any dispute to be arbitrated on a class action basis or on bases involving claims brought in a purported representative capacity on behalf of others. The **Arbitrator's** authority to resolve and make written awards is limited to disputes between **YOU** and the **Administrator** alone. Claims may not be joined or consolidated unless agreed to in writing by all parties. The parties agree that arbitration will be heard by a single arbitrator either by telephone, or in the county of **YOUR** residence. For all non-frivolous claims, the **Administrator** shall pay the **Arbitrator's** fees. The Arbitrator shall be selected by mutual **AGREEMENT** of the parties. If the parties are unable to agree to an Arbitrator, the Arbitrator will be selected by a court of competent jurisdiction, each party to bear its own costs. Arbitration cannot be an absolute dispute remedy and both parties must agree to arbitration. This arbitration provision does not prohibit an Arizona resident from following the process to resolve complaints under the provisions of A.R.S. §20-1095.09, Unfair trade Practices as outlined by the Arizona Department of Insurance. To learn more about this process, **YOU may contact the Arizona Department of Insurance & Financial Institutions Consumer Protection Division at 100 N. 15th Ave., Ste 261, Phoenix, AZ 85007 or online at difi.az.gov/complaint, Attn: Consumer Protection.** **YOU** may directly file any complaint with the A.D.O.I against a Service Company issuing an approved **SERVICE AGREEMENT** under the provisions of A.R.S. §§ 20-1095.04 and/or 20-1095.09 by contacting the Consumer Protection Division of the A.D.O.I., toll free phone number 800-325-2548. **This AGREEMENT cannot be cancelled or voided by Us or Our representatives for pre-existing conditions.**

#### **ARKANSAS**

**The CANCELLATION section of this Agreement is replaced in its entirety by the following:** If this Agreement is canceled by **You** within thirty (30) days from the **Effective Date**, **You** will receive a refund of the full purchase price, less a cancellation fee of fifty dollars (\$50). If **You** cancel this Agreement after the first thirty (30) days, **You** will receive a pro rata refund of the Agreement retail price for the unexpired term of the Agreement based on the number of elapsed months, less a cancellation fee of fifty dollars (\$50). The refund will be payable to **You or the Lienholder**, where applicable. To initiate the cancellation process, **You** must contact the **Selling Dealer** or the **Administrator**.

#### **COLORADO**

If a covered service is not provided to **You** by the Provider no later than the sixtieth (60th) day after proof of loss has been filed, or if a refund or credit is not paid before the forty-sixth (46th) day after the Date on which the Agreement is returned to the Provider, **You** may apply for reimbursement directly to the reimbursement insurance company. Obligations of the Provider under this service Agreement are insured under a service Agreement reimbursement insurance policy provided Lyndon Southern Insurance Company, 10751 Deerwood Park Blvd., Ste. 200, Jacksonville, Florida 32256, Telephone: (800) 888-2738.

#### **CONNECTICUT**

**The CANCELLATION section of this Agreement is replaced in its entirety by the following:** The **Agreement Holder** may cancel this **Agreement** by mailing in a written notice to the **Selling Dealer** or the **Administrator** if the Agreement is returned, sold, lost, stolen, or destroyed or at the **Agreement Holder's** request. The notice shall state the **Effective Date** of the cancellation and the reason for the cancellation. If cancellation is affected by the **Agreement Holder** within thirty (30) days of the **Effective Date**, the **Agreement Holder** will receive a refund of the full purchase price, less the amount of any claims paid or payable. If the **Agreement Holder** cancels this Agreement after the first thirty (30) days, the refund will be calculated on a prorated basis less the amount of any claims paid or payable. Obligations of the Provider under this service Agreement are insured under a service Agreement reimbursement insurance policy provided by Lyndon Southern Insurance Company, 10751 Deerwood Park Blvd., Ste.200, Jacksonville, FL 32256, Telephone:(800)888-2738. If a covered service is not provided to **You** by the Provider, no later than the sixtieth (60th) day after proof of loss had been filed, OR if a refund or credit is not paid before the forty-sixth (46th) day after the Date on which the **Agreement** is returned to the Provider, **You** may apply for reimbursement directly to Lyndon Southern Insurance Company, by calling (800)888-2738, Monday through Friday from 8:30 a.m. - 5 p.m. eastern standard time. **You** may also submit **Your** request for reimbursement by writing to Lyndon Southern Insurance Company, 10751 Deerwood

Park Blvd., Ste. 200, Jacksonville, FL 32256. Wear and tear are not covered under this service **Agreement**. Repairs covered under this Agreement may be affected with one or more parts supplied by a source other than the manufacturer of **Your** motor **Vehicle**. This extended warranty does not provide for any In-Home service. If this Agreement expires in less than one (1) year and a covered repair occurs prior to expiration, there shall be an automatic extension of the term of this Agreement during the period the **Vehicle** is in the custody of the repair facility for repairs of a covered repair under this Agreement. The ARBITRATION section of this Agreement is replaced in its entirety by the following: The Administrator is required to make reasonable efforts with **You** to resolve disputes regarding this Agreement. If the Administrator and **You** cannot make an Agreement, **You** may file a written complaint with the State of Connecticut at P.O. Box 816, Hartford, CT 06142-0816; Attention: Consumer Affairs.

#### **FLORIDA**

**The CANCELLATION section of this Agreement is replaced in its entirety by the following:** If this Agreement is canceled by the **Agreement Holder** within sixty (60) days from the **Effective Date**, the **Agreement Holder** will receive a refund of the full purchase price, less the amount of any claims paid or payable. If this **Agreement Holder** cancels this Agreement after the first sixty (60) days, the **Agreement Holder** will be refunded on a prorated basis, less the amount of any claims paid or payable. The refund will be payable to **You** or the **Lienholder**, where applicable. To initiate the cancellation process, the **Agreement Holder** must contact the Administrator. We may not cancel this Agreement after the first sixty (60) days unless: 1) There has been a material misrepresentation or fraud at the time of sale of the Agreement; 2) For nonpayment of premium by **You**, in which case, We shall provide **You** with notice of cancellation by certified mail to the last known address; and 3) **You** have failed to maintain the **Vehicle** as prescribed by the manufacturer. The refund will be calculated on a prorated basis less the amount of any claims paid or payable. The **Lienholder** will be named on the check when financing had been provided for the premium. In the event of repossession or total loss, the **Lienholder** may request cancellation of this **Agreement** and shall be the sole named payee. **In the event You do not receive Your cancellation refund from the dealership or sales agent after the forty-sixth (46th) day of YOUR request, please contact NIU of Florida, Inc. by calling (888) 684-9327. The Agreement Holder may not make any claim against the Florida Insurance Guarantee Association for vehicle protection expenses. The rate charged for this service agreement is not subject to regulation by the Florida Office of Insurance. Repairs covered under this Agreement may be affected with one or more parts supplied by a source other than the manufacturer of YOUR motor vehicle. This Agreement is insured for its liability under a Service Agreement Reimbursement Insurance Policy issued by Lyndon Southern Insurance Company, 10751 Deerwood Park Blvd., Ste. 200, Jacksonville, FL 32256, Telephone: (800) 888-2738. The ARBITRATION section of this Agreement is not applicable. The WINDSHIELD REPAIR PROTECTION section is deleted as the benefit is not applicable.**

#### **GEORGIA**

**The CANCELLATION section of this Agreement is replaced in its entirety by the following:** **You** may cancel **Your AGREEMENT** by mailing or delivering written notice of cancellation to the **Selling Dealer** or the **Administrator**. **Your** signed cancellation request must specify the reason for cancellation and the **Effective Date** of cancellation. If **You** cancel this **AGREEMENT** within sixty (60) days from the **Effective Date**, **You** will receive a refund of the full purchase price. If cancellation is after sixty (60) days of the **Effective Date** the amount of the refund will be prorated based on the lesser of days or miles remaining on the **AGREEMENT** term. The **Administrator** may only cancel the **AGREEMENT** for fraud, material misrepresentation, or failure to pay the **AGREEMENT** charge. If cancellation is due to non-payment ten (10) days' notice shall be given, otherwise thirty (30) days' notice shall be given. Notice shall be delivered in person or mailed via first class mailing to the last address the **Administrator** has on record. If this **AGREEMENT** is canceled by the **Administrator**, the amount of the refund will be prorated based on the lesser of days or miles remaining on the **AGREEMENT** term. The refund will be payable to **You** or the **Lienholder**, where applicable. If the **Administrator** fails to refund the unearned consideration, **You** have the right to receive the refund directly from: Insurance Company of the South, [10751 Deerwood Park Blvd., Ste. 200, Jacksonville, FL 32256, Tel: (800) 888-2738]. **Whether this Agreement is canceled by You or the Administrator, the amount of claims incurred or paid will not be deducted from any returned premiums. The ARBITRATION section of this Agreement is not applicable.**

#### **HAWAII**

**The CANCELLATION section of this Agreement is replaced in its entirety by the following:** If this **AGREEMENT** is canceled by **YOU** within thirty (30) days from the **Effective Date**, **You** will receive a refund of the full purchase price, less the amount of any claims paid or payable. If **YOU** cancel this **AGREEMENT** after the first thirty (30) days, **YOU** will be refunded on a prorated basis, less a cancellation fee of fifty dollars (\$50) and the amount of any claims paid or payable. In addition, a ten percent (10%) penalty per month will be applied to any refund not paid or credited within forty-five (45) days of **Your** written request to cancel the **AGREEMENT**. The refund will be payable to **You** or the **Lienholder**, where applicable. To initiate the cancellation process, the **Agreement Holder** must contact the **Selling Dealer** or the **Administrator**. The **Administrator** may cancel this **AGREEMENT** by mailing written notice of cancellation to **You** at the last known address in their records at least five (5) days prior to the cancellation. The cancellation notice will state the **Effective Date** and reason for cancellation. Prior notice is not required if the reason for cancellation is due to nonpayment of the purchase price, a material misrepresentation by **You** to the

**Administrator** or a substantial breach of duties by **You** relating to the covered product or its use. If the **Administrator** initiates the cancellation, no cancellation fee will apply. **Repairs covered under this AGREEMENT may be affected with one or more parts supplied by a source other than the manufacturer of YOUR motor vehicle.**

#### **IDAHO**

**The CANCELLATION section of this Agreement is replaced in its entirety by the following:** If this **AGREEMENT** is canceled by the **Agreement Holder** within thirty (30) days from the **Effective Date**, the **Agreement Holder** will receive a refund of the full purchase price less a cancellation fee of fifty dollars (\$50). If the **Agreement Holder** cancels this **AGREEMENT** after the first thirty (30) days, the **Agreement Holder** will be refunded on a prorated basis, based on the number of days remaining on the **Agreement** term, less a cancellation fee of fifty dollars (\$50). To initiate the cancellation process, the **Agreement Holder** must contact the **Selling Dealer** or the **Administrator**. Coverage afforded under this motor **Vehicle** service **AGREEMENT** is not guaranteed by the Idaho Insurance Guarantee Association.

#### **ILLINOIS**

**The CANCELLATION section of this Agreement is replaced in its entirety by the following:** If this **AGREEMENT** is canceled by **YOU** within thirty (30) days from the **Effective Date**, **You** will receive a refund of the full purchase price of the **AGREEMENT**. If **You** cancel this **AGREEMENT** after the first thirty (30) days, **YOU** will receive a pro rata refund of the **AGREEMENT** retail price for the unexpired term of the Agreement based on the number of elapsed months less the amount of any claims paid or payable. The refund will be payable to **YOU** or the **Lienholder**, where applicable. To initiate the cancellation process, the **Agreement Holder** must contact the **Selling Dealer** or the **Administrator**.

**The ARBITRATION section of this Agreement is not applicable.**

#### **INDIANA**

**This AGREEMENT is not insurance and is not subject to Indiana insurance law. Your proof of payment to the Administrator for this Service AGREEMENT shall be considered proof of payment to the Insurance Company which guarantees the Administrator's Obligations to You. This Service AGREEMENT covers pre-existing conditions if the Mechanical Breakdown occurs during the Service AGREEMENT period. The ARBITRATION section of this AGREEMENT is not applicable.**

#### **IOWA**

**The following is added to the TERMS AND CONDITIONS section of this AGREEMENT: This AGREEMENT does not cover pre-existing conditions. Repairs under this AGREEMENT may be affected with one or more parts supplied by a source other than the manufacturer. Of YOUR motor vehicle. This AGREEMENT does not allow YOU to recover consequential damages. The CANCELLATION section of this AGREEMENT is replaced in its entirety by the following:** If this **AGREEMENT** is canceled by **YOU** within thirty (30) days of the **EFFECTIVE DATE**, and no claim has been made, **YOU** will receive a refund of the full purchase price of the **AGREEMENT**. If **YOU** cancel the **AGREEMENT** within thirty (30) days of the **EFFECTIVE DATE**, and a claim has been made, the **Administrator** shall refund **YOU** in an amount equal to 100% of the unearned purchase price paid, calculated on a pro rata basis based upon elapsed time or mileage, less the amount of any claims paid or payable. If **YOU** cancel this **AGREEMENT** after the first thirty (30) days, **YOU** will be refunded an amount equal to 100% of the unearned purchase price paid, calculated on a pro rata basis based upon elapsed time or mileage, less a cancellation fee of fifty dollars (\$50) and less the amount of any claims paid or payable from the **Selling Dealer** or **Administrator**. **In addition, a ten percent (10%) penalty per month will be applied to any refund not paid or credited within thirty (30) days of YOUR written request to cancel the AGREEMENT.** The refund will be payable to **YOU** or the **Lienholder**, where applicable. **To initiate the cancellation process, the Agreement Holder must contact the Selling Dealer or the Administrator.** If the **Administrator** cancels the **AGREEMENT**, the **Administrator** shall mail a written notice of termination to the **Agreement Holder** within fifteen (15) days of the date of termination. Prior notice of cancellation by the **Administrator** is not required if the reason for cancellation is nonpayment of the purchase price, a material misrepresentation by the **Agreement Holder** to the service company or its **Administrator**, or a substantial breach of duties by the **Agreement Holder** relating to the covered product or its use. The cancellation notice shall state the **EFFECTIVE DATE** of the cancellation and the reason for the cancellation. If the **AGREEMENT** is canceled by the **Administrator** for any reason other than nonpayment of the purchase price, the **Administrator** shall refund the **Agreement Holder** in an amount equal to 100% of the unearned purchase price paid, calculated on a pro rata basis based upon elapsed time, less any claims paid. **Commissioner of Insurance, Iowa Insurance Division, 1963 Bell Avenue, Suite 100, Des Moines, IA 50315-1000**

#### **KANSAS**

**In the section titled EXCLUSIONS, bullet point (h) is deleted and replaced with the following: (h) Any consequential loss or damage caused by the failure of service, repair, replacement, or maintenance rendered under this Agreement. The ARBITRATION section of this Agreement is not applicable.**

#### **LOUISIANA**

**The CANCELLATION section of this Agreement is replaced in its entirety by the following:** If this Agreement is canceled by **You** within thirty (30) days from the **Effective Date**, **You** will receive a refund of the full purchase price, less a cancellation



fee of fifty dollars (\$50). If **You** cancel this Agreement after the first thirty (30) days, **You** will be refunded on a prorated basis, less a cancellation fee of fifty dollars (\$50). The refund will be payable to **You** or the **Lienholder**, where applicable. To initiate the cancellation process, **You** must contact the **Selling Dealer** or the Administrator. The Agreement may be canceled by the Administrator at any time. If the Administrator initiates the cancellation, **You** will receive a refund of the full purchase price. The **Lienholder** will be named on the check when financing had been provided for the purchase price.

#### **MAINE**

**The CANCELLATION section of this Agreement is replaced in its entirety by the following:** To initiate the cancellation process, **You** must contact the **Selling Dealer** or the Administrator. If this Agreement is canceled by **You** within thirty (30) days from the **Effective Date**, **You** will receive a refund of the full purchase price, less the amount of any claims paid or payable. If **You** cancel this Agreement after the first thirty (30) days, **You** will be refunded on a prorated basis, less a cancellation fee of fifty dollars (\$50) and the amount of any claims paid or payable. The Administrator will refund to **You** the purchase price of the **Agreement** within forty-five (45) days after the **Agreement** has been returned to the Administrator. If the Administrator does not refund the purchase price within forty-five (45) days, the Administrator will pay a penalty of ten percent (10%) of the purchase price for each month that the refund remains unpaid. The Administrator may cancel this service **Agreement** by mailing written notice of cancellation to **You** at the last known address in their records. Notice will be mailed before the fifteenth (15th) day preceding the **Effective Date** of the cancellation. The cancellation notice will state the **Effective Date** and reason for cancellation. Prior notice is not required if the reason for cancellation is due to nonpayment of the purchase price, a material misrepresentation by **You** to the Administrator or a substantial breach of duties by **You** relating to the covered product or its use. If the Administrator initiates the cancellation, no cancellation fee will apply.

#### **MARYLAND**

**The CANCELLATION section of this Agreement is replaced in its entirety by the following:** If this **Agreement** is canceled by **You** within thirty (30) days from the **Effective Date**, **You** will receive a refund of the full purchase price, less the amount of any claims paid or payable. If **You** cancel this **Agreement** after the first thirty (30) days, **You** will be refunded on a prorated basis, less the amount of any claims paid or payable. The refund will be payable to **You** or the **Lienholder**, where applicable. To initiate the cancellation process, **You** must contact the **Selling Dealer** or the **Administrator**. The **Agreement** may be canceled by the **Administrator** at any time. If the **Administrator** initiates the cancellation, **You** will receive a refund of the full purchase price. The **Lienholder** will be named on the check when financing had been provided for the purchase price. If the **Administrator** does not refund the purchase price within forty-five (45) days, they will pay a penalty of ten percent (10%) of the purchase price for each thirty (30) day period that the refund remains unpaid.

#### **MASSACHUSETTS**

**The CANCELLATION section of this Agreement is replaced in its entirety by the following:** If this Agreement is canceled by **You** within thirty (30) days from the **Effective Date**, **You** will receive a refund of the full purchase price, less the amount of any claims paid or payable. If **You** cancel this Agreement after the first thirty (30) days, **You** will be refunded on a prorated basis, less a cancellation fee of fifty dollars (\$50) and less the amount of any claims paid or payable. The refund will be payable to **You** or the **Lienholder**, where applicable. To initiate the cancellation process, **You** must contact the **Selling Dealer** or the Administrator. The **Administrator** may cancel this service **Agreement** by mailing written notice of cancellation to **You** at the last known address in their records. Notice will be mailed before the fifth (5th) day preceding the **Effective Date** of the cancellation. The cancellation notice will state the **Effective Date** and reason for cancellation. Prior notice is not required if the reason for cancellation is due to nonpayment of the Provider, material misrepresentation or a substantial breach of duties by **You** relating to the covered product or its use. If the Administrator does not refund the purchase price within forty-five (45) days, they will pay a penalty of ten percent (10%) of the purchase price for each thirty (30) day period that the refund remains unpaid. **The ARBITRATION section of this Agreement is not applicable. KEY REPAIR/REPLACEMENT is amended as follows: Coverage under this Agreement is not permitted to Massachusetts residents.**

#### **MINNESOTA**

**The CANCELLATION section of this Agreement is replaced in its entirety by the following:** If the Agreement is canceled within thirty (30) days from the **Effective Date**, **You** will receive a refund of the full purchase price less the amount of any claims paid or payable. If the Agreement is canceled after thirty (30) days from the **Effective Date**, the amount of the refund will be prorated based on the number of days remaining on the **Agreement** term less the amount of any claims paid or payable. If the Administrator does not refund the purchase price within forty-five (45) days, they will pay a penalty of ten percent (10%) of the purchase price for each thirty (30) day period that the refund remains unpaid. The Administrator may cancel this service **Agreement** by mailing written notice of cancellation to **You** at the last known address in their records. Notice of cancellation will be mailed before the fifteenth (15th) day preceding the **Effective Date** of the cancellation and will state the **Effective Date** of cancellation and the reason for cancellation. The Administrator will provide five (5) days' notice before the cancellation of this Agreement in event of 1) nonpayment of the premium by **You**; 2) material misrepresentation by the **Agreement Holder** to the Administrator; or 3) a substantial breach of duties by the **Agreement Holder** relating to the covered product or its use. The

notice will state the **Effective Date** of cancellation and the reason for cancellation.

#### **MISSISSIPPI**

**The CANCELLATION section of this Agreement is replaced in its entirety by the following:** If this Agreement is canceled by **You** within thirty (30) days from the **Effective Date**, and no claim has been made, **You** will receive a refund of the full purchase price of the Agreement. If this Agreement is canceled by **You** within thirty (30) days from the **Effective Date**, and a claim has been made, **You** will be refunded one hundred percent (100%) of the unearned pro rata purchase price of the Agreement less the amount of any claims paid. If **You** cancel this Agreement after the first thirty (30) days, **You** will be refunded one hundred percent (100%) of the unearned pro rata purchase price of the Agreement less the amount of any claims paid. The refund will be payable to **You** or the **Lienholder**, where applicable. To initiate the cancellation process, **You** must contact the **Selling Dealer** or the Administrator. A ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within forty-five (45) days after return of the Agreement to the Provider. The Agreement may be canceled by the Administrator only in instances of nonpayment of the Provider fee, a material misrepresentation by **You** to the Provider, or a substantial breach of duties by **You** relating to the covered product and or its use. In the event of cancellation by the Administrator for a reason other than the nonpayment of the Provider fee, the Administrator shall refund to **You** one hundred percent (100%) of the unearned pro rata purchase price of the Agreement less the amount of any claims paid. In the event of dispute with the **Selling Dealer** or Administrator of this Agreement, **You** may contact the Mississippi Department of Insurance at 501 N. West Street, Suite 1001, Jackson, MS 39201 or (800) 562-2957. **The ARBITRATION section of this Agreement is not applicable.**

#### **MISSOURI**

**The CANCELLATION section of this Agreement is replaced in its entirety by the following:** To initiate the cancellation process, **You** must contact the **Selling Dealer** or the Administrator. If this Agreement is canceled by **You** within thirty (30) days from the **Effective Date**, the **Selling Dealer** will refund to or credit the account of the **Agreement Holder** the full purchase price of the Agreement less the amount of any claims paid or payable. If **You** cancel this Agreement after the first thirty (30) days, the **Selling Dealer** will refund to or credit the account of the **Agreement Holder** one hundred percent (100%) of the unearned pro rata Provider fee less a fifty-dollar (\$50) cancellation fee and less the amount of any claims paid or payable. If the Administrator does not refund the purchase price within forty-five (45) days, they will pay a penalty of ten percent (10%) of the purchase price for each thirty (30) day period that the refund remains unpaid.

#### **MONTANA**

**The CANCELLATION section of this Agreement is replaced in its entirety by the following:** To initiate the cancellation process, **You** must contact the **Selling Dealer** or the Administrator. If this Agreement is canceled by **You** within thirty (30) days from the **Effective Date**, **You** will receive a refund of the full purchase price less the amount of any claims paid or payable. If **You** cancel this Agreement after the first thirty (30) days, **You** will be refunded on a prorated basis less a fifty dollar (\$50) cancellation fee and less the amount of any claims paid or payable. The Administrator may cancel this service Agreement by mailing written notice of cancellation to **You** at the last known address in their records. Notice will be mailed before the fifth (5th) day preceding the **Effective Date** of the cancellation. The cancellation notice will state the **Effective Date** and reason for cancellation. The Administrator is not required to provide prior to notice of cancellation if the Agreement is canceled because of 1) nonpayment of the consideration for the Agreement; 2) fraud or a material misrepresentation by **You** to the **Provider** or the Administrator; or 3) a substantial breach of a duty by **You** relating to the covered product or its use. If the Administrator initiates the cancellation, the amount of the refund will be prorated based on the number of days remaining on the Agreement term less the amount of any claims paid or payable. **Repairs covered under this Agreement may be affected with one or more parts supplied by a source other than the manufacturer of Your motor Vehicle. KEY REPLACEMENT is amended as follows: Coverage under this Agreement is not permitted to Montana residents.**

#### **NEBRASKA**

The **ARBITRATION** section of this Agreement is not applicable. In the section titled EXCLUSIONS, item "e" is deleted.

#### **NEVADA**

**The CANCELLATION section of this Agreement is replaced in its entirety by the following:** **You** may cancel this Agreement by mailing written notice to the **Selling Dealer** or the Administrator. If the Agreement is canceled within thirty (30) days from the **Effective Date** and no claim has been made, the **Agreement Holder** will be refunded one hundred percent (100%) of the full purchase price of the Agreement. If the Agreement is canceled within thirty (30) days from the **Effective Date** and a claim has been made, the **Agreement Holder** will be refunded on a prorated basis. If the Agreement is canceled after the first thirty (30) days, the Administrator shall refund the premium for this Agreement on a prorated basis. The Agreement may be canceled by the Administrator within the first seventy (70) days. In the event of cancellation after seventy (70) days, the Administrator may only cancel this Agreement if they discover one of the following: 1) fraud or material misrepresentation by **You**; 2) failure by **You** to pay an amount when due; or 3) act or omission by **You**, which occurred after the **Effective Date** of this Agreement and which substantially and materially increases the service required under this Agreement. If the Administrator cancels the Agreement,

the return premium will be one hundred percent (100%) of the full purchase price of the Agreement. Cancellation will not become **Effective** until fifteen (15) days after the Administrator mails **You** a notice of cancellation to **Your** last known address. The Administrator will pay a ten percent (10%) penalty per month to any refund that is not paid or credited to **You** within forty-five (45) days after the return of this Agreement. Whether this Agreement is canceled by **You** or by the Administrator, no cancellation fees will be deducted from any returned premiums. Duplicate payments will not be made for expenses and benefits paid or covered under any other **Agreement**, warranty, or insurance policy until the limits of that coverage have been reached. Furthermore, this service **Agreement** will cover any other components of the product which are specifically identified as covered throughout this Agreement, but which are not covered by any other **Agreement**, warranty, or insurance policy. This service **Agreement** is backed by Lyndon Southern Insurance Company, 10751 Deerwood Park Blvd., Ste.200, Jacksonville, FL 32256, Telephone:(800)888-2738. If the Administrator does not settle **Your** claim, **You** may submit **Your** claim directly to. Lyndon Southern Insurance Company, 10751 Deerwood Park Blvd., Ste.200, Jacksonville, FL 32256, Telephone:(800)888-2738. **This item may not be renewed. This Agreement does not allow You to recover consequential damages. This Agreement does not cover pre-existing conditions. The ARBITRATION section of this Agreement is not applicable.**

#### **NEW HAMPSHIRE**

If **You** do not receive satisfaction under this **Agreement**, **You** may contact the New Hampshire Insurance Department. State of New Hampshire Insurance Department, 21 Fruit Street #14, Concord, NH 03301; 800-852-3416. **The ARBITRATION section of this Agreement is not applicable.**

#### **NEW JERSEY**

**The following is added to the TERMS AND CONDITIONS section of this Agreement: This Agreement does not cover pre-existing conditions. This Agreement does not allow YOU to recover consequential damages. The CANCELLATION section of this Agreement is replaced in its entirety by the following: To initiate the cancellation process, the Agreement Holder must contact the Selling Dealer or the Administrator. If this Agreement is canceled by the Agreement Holder within thirty (30) days from the Effective date, the Agreement Holder will receive a refund of the full purchase price. If the Agreement Holder cancels this Agreement after the first thirty (30) days, or if a claim was made during this period, the Agreement Holder will be refunded on a Proration based on either time or mileage of the Agreement Effective date, less the amount of any claims paid or payable. If the cancellation has not been paid after 45 days there will be a 10% of the purchase price per month penalty that the refund remains unpaid. Upon receipt of Your request to cancel, We will pay or credit You any refund amount due within thirty (30) days of Your cancellation request. If the Administrator does not refund the amount due within thirty (30) days of YOUR request to cancel the Agreement, they will pay a penalty of ten (10%) percent per month that will be applied to any refund not paid or credited for each month that the refund remains unpaid. The refund will be payable to You, or the Lienholder, where applicable. The Administrator may cancel this Agreement by mailing written notice of cancellation to You at the last known address in their records. Notice will be mailed before the fifteenth (15th) day preceding the Effective date of the cancellation. The cancellation notice will state the Effective date and reason for cancellation. If the Administrator cancels the Agreement, any refund owed will be paid or credited no more than thirty (30) days from the Effective date of cancellation and will be calculated in accordance with the above. The Administrator is not required to send a written notice of cancellation if they discover one of the following: 1) a material misrepresentation or omission by You; 2) failure by You to pay an amount when due; 3) a substantial breach of duties by the Agreement Holder relating to the covered property or its use. The product being offered is a service contract and is separate and distinct from any product of service warranty which may be provided by the manufacturer, importer, or seller. Repairs covered under this Agreement may be affected with one or more parts supplied by a source other than the manufacturer of Your motor vehicle**

#### **NEW MEXICO**

**The CANCELLATION section of this Agreement is replaced in its entirety by the following: To initiate the cancellation process, the Agreement Holder must contact the Selling Dealer or the Administrator. If this Agreement is canceled by the Agreement Holder within thirty (30) days from the Effective Date, the Agreement Holder will receive a refund of the full purchase price, less the amount of any claims paid or payable. If the Agreement Holder cancels this Agreement after the first thirty (30) days, the Agreement Holder will be refunded on a prorated basis less a fifty dollar (\$50) cancellation fee and the amount of any claims paid or payable. If the Administrator does not refund the purchase price within sixty (60) days, they will pay a penalty of ten percent (10%) of the purchase price for each thirty (30) day period that the refund remains unpaid. A service Agreement in effect for at least seventy (70) days may not be canceled by the Administrator before the expiration of the agreed term, or one (1) year after the Effective Date of the service Agreement, whichever occurs first, except for: 1) fraud or material misrepresentation by You; 2) failure by You to pay an amount when due; or 3) act or omission by You, which occurred after the Effective Date of this Agreement and which substantially and materially increases the service required under this Agreement. Notice will be mailed before the fifteenth (15th) day preceding the Effective Date of the cancellation. The cancellation notice will state the Effective Date and reason for cancellation. This service Agreement is insured by Lyndon Southern Insurance Company. If the service Agreement Provider fails to pay You or otherwise provide You with the**



covered service within sixty (60) days of **Your** submission of a valid claim, **You** may submit **Your** claim to Lyndon Southern Insurance Company, 10751 Deerwood Park Blvd., Ste.200, Jacksonville, FL 32256, Telephone:(800)888-2738. If **You** have any concerns regarding the handling of **Your** claim, **You** may contact the Office of Superintendent of Insurance at 855-427-5674. **This Agreement does not cover pre-existing conditions. Repairs covered under this Agreement may be affected with one or more parts supplied by a source other than the manufacturer of Your motor vehicle. This Agreement does not allow You to recover consequential damages.**

#### **NEW YORK**

**The following is added to the TERMS AND CONDITIONS section of this Agreement: This Agreement does not cover pre-existing conditions. Repairs covered under this Agreement may be affected with one or more parts supplied by a source other than the manufacturer of Your motor vehicle. This Agreement does not allow YOU to recover consequential damages. The CANCELLATION section of this Agreement is replaced in its entirety by the following: If this Agreement is canceled by the Agreement Holder within thirty (30) days from the Effective Date, the Agreement Holder will receive a refund of the full purchase price. If the Agreement Holder cancels this Agreement after the first thirty (30) days, or if a claim was made during this period, the Agreement Holder will be refunded on a Proration based on either time or mileage of the Agreement Effective date, less a fifty dollar (\$50) cancellation fee and less the amount of any claims paid or payable. Upon receipt of Your request to cancel, We will pay or credit You any refund amount due within thirty (30) days of Your cancellation request. If the Administrator does not refund the amount due within thirty (30) days, they will pay a penalty of ten percent (10%) per month that will be applied to any refund not paid or credited for each month that the refund remains unpaid. The refund will be payable to You or the Lienholder, where applicable. To initiate the cancellation process, the Agreement Holder must contact the Selling Dealer or the Administrator. The Administrator may cancel this Agreement by mailing written notice of cancellation to **You** at the last known address in their records. Notice will be mailed before the fifteenth (15th) day preceding the **Effective date** of the cancellation. The cancellation notice will state the **Effective date** and reason for cancellation. If the Administrator cancels the Agreement, any refund owed will be paid or credited no more than thirty (30) days from the Effective date of cancellation and will be calculated in accordance with the above. If the Administrator initiates the cancellation, no cancellation fee will apply. The Administrator is not required to send a written notice of cancellation if they discover one of the following: 1) material misrepresentation by **You**; 2) failure by **You** to pay an amount when due; 3) a substantial breach of duties by the **Agreement Holder** relating to covered property or its use. In New York, the Obligor is insured under an insurance policy issued by Blue Ridge Indemnity Company, [10751 Deerwood Park Blvd., Ste. 200, Jacksonville, FL 32256, Tel: (800) 888-2738].**

#### **NORTH CAROLINA**

**The CANCELLATION section of this Agreement is replaced in its entirety by the following: If this Agreement is canceled by **You** within thirty (30) days from the **Effective Date**, **You** will receive a refund of the full purchase price, less the amount of any claims paid or payable. If **You** cancel this Agreement after the first thirty (30) days, **You** will be refunded on a prorated basis, less the amount of any claims paid or payable. The refund will be payable to **You** or the **Lienholder**, where applicable. To initiate the cancellation process, **You** must contact the **Selling Dealer** or the Administrator. This Agreement may not be cancelable by the Administrator unless at least one of the following conditions are met: (1) If there has been a material misrepresentation or fraud at the time of sale of this Agreement; (2) For nonpayment of the premium by **You**. If this Agreement is canceled by the Administrator, the refund will not be less than one hundred percent (100%) of the paid unearned pro-rata premium. The **Lienholder** will be named on the check when financing had been provided for the premium. In the event of repossession or total loss, the **Lienholder** may request cancellation of this Agreement and shall be the sole named payee.**

#### **OHIO**

This **Agreement** is not insurance and is not subject to the insurance laws of Ohio. In the event of cancellation of the Provider's reimbursement insurance policy, insurance coverage will continue for all **Agreement Holders** whose motor **Vehicle** ancillary product protection **Agreements** were issued by the Provider and reported to the insurer for coverage during the term of the reimbursement insurance policy. This **Agreement** may provide a duplication of coverage already provided by **Your** automobile physical damage insurance policy.

#### **OKLAHOMA**

**The CANCELLATION section of this Agreement is replaced in its entirety by the following: This Agreement may be canceled by **You** at any time. To cancel, **You** must return this Agreement to the **Selling Dealer** or the Administrator. If this Agreement is canceled during the first sixty (60) days, **You** will be refunded one hundred percent (100%) of the premium paid less the amount of any claims paid or payable. If this Agreement is canceled after the first sixty (60) days, **You** will be refunded on a prorated basis less the amount of any claims paid or payable. After the Agreement has been in effect for sixty (60) days or more, it may not be cancelable by the Administrator unless at least one of the following conditions are met: (1) If there has been a material misrepresentation or fraud at the time of sale of this Agreement; (2) For nonpayment of premium by **You**, in which case the Administrator shall provide **You** notice of cancellation by certified mail. The refund will not be less than one hundred percent**



(100%) of the paid unearned pro-rata premium. The **Lienholder** will be named on the check when financing had been provided for the premium. In the event of repossession or total loss, the **Lienholder** may request cancellation of this Agreement and shall be the sole named payee. If a covered service is not provided to **You** by the Provider no later than the thirtieth (30th) day after proof of loss has been filed, or if a refund or credit is not paid before the forty-sixth (46th) day after the Date on which the **Agreement** is returned to the Provider, **You** may apply for reimbursement directly to the reimbursement insurance company. Obligations of the Provider under this service **Agreement** are insured under a service **Agreement** reimbursement insurance policy provided by Lyndon Southern Insurance Company, 10751 Deerwood Park Blvd., Ste.200, Jacksonville, FL 32256, Telephone:(800)888-2738. **This service warranty is not issued by the manufacturer or wholesale company marketing the product. The coverage afforded under this Agreement is not guaranteed by the Oklahoma Insurance Guaranty Association. Oklahoma Service Warranty Statutes do not apply to commercial use references in service warranty Agreements. This warranty will not be honored by such manufacturer or wholesale company.**

#### OREGON

The ARBITRATION section of this Agreement is not applicable.

#### SOUTH CAROLINA

**The CANCELLATION section of this Agreement is replaced in its entirety by the following:** If this Agreement is canceled by the **Agreement Holder** within thirty (30) days from the **Effective Date**, the **Agreement Holder** will receive a refund of the full purchase price, less the amount of any claims paid or payable. If the **Agreement Holder** cancels this Agreement after the first thirty (30) days, the **Agreement Holder** will be refunded on a prorated basis, less a cancellation fee of fifty dollars (\$50) and the amount of any claims paid or payable. The refund will be payable to **You** or the **Lienholder**, where applicable. To initiate the cancellation process, the **Agreement Holder** must contact the **Selling Dealer** or the Administrator. The **Lienholder** will be named on the check when financing had been provided for the purchase price. If the Administrator does not refund the purchase price within forty-five (45) days, they will pay a penalty of ten percent (10%) of the purchase price for each thirty (30) day period that the refund remains unpaid. The Administrator may cancel this service **Agreement** by mailing written notice of cancellation to **You** at the last known address in their records. Notice will be mailed before the fifteenth (15th) day preceding the **Effective Date** of the cancellation. The cancellation notice will state the **Effective Date** and reason for cancellation. The Administrator is not required to send a written notice of cancellation if they discover one of the following: 1) nonpayment of the Provider fee; 2) a material misrepresentation by **You** to the Provider; or 3) a substantial breach of duties by **You** relating to the covered product or its use. In the event of dispute with the **Selling Dealer** or Administrator of this **Agreement**, **You** may contact the South Carolina Department of Insurance, Capitol Center at 1201 Main Street, Suite 1000, Columbia, SC 29201 or (800)768-3467.

#### TEXAS

**The CANCELLATION section of this Agreement is replaced in its entirety by the following:** To initiate the cancellation process, the **Agreement Holder** must contact the **Selling Dealer** or the Administrator. If the Agreement is canceled within thirty (30) days from the Effective Date and no claim has been made, the **Agreement Holder** will be refunded one hundred percent (100%) of the full purchase price of the **Agreement**. If the Agreement is canceled within thirty (30) days from the **Effective Date** and a claim has been made, the **Agreement Holder** will be refunded the purchase price of the **Agreement**, less the amount of any claims paid or payable. If the **Agreement Holder** cancels this Agreement after thirty (30) days from the **Effective Date**, the amount of the refund will be Proration based on either time or mileage less a fifty dollar (\$50) cancellation fee and the amount of any claims paid or payable. Upon receipt of Your request to cancel, We will pay or credit You any refund amount due within thirty (30) days of Your cancellation request. If the Administrator does not refund the amount due within thirty (30) days of Your request to cancel the Agreement, they will pay a penalty of ten percent (10%) per month that will be applied to any refund not paid or credited for each month that the refund remains unpaid. The refund will be payable to You or the Lienholder, where applicable. The Administrator may cancel this Agreement by mailing written notice of cancellation to **You** at the last known address in their records. Notice will be mailed before the fifth (5th) day preceding the **Effective date** of the cancellation. The cancellation notice will state the Effective date and reason for cancellation. **If the Administrator initiates the cancellation within thirty (30) days, You will be refunded one hundred (100%) percent of the Agreement purchase price. If the Administrator initiates the cancellation after thirty (30) days, You will receive a Proration refund of the Purchase Price of the Agreement reflecting the remaining term of the Agreement based on mileage or time.** The Administrator is not required to provide prior notice of cancellation if the Agreement is canceled because of nonpayment of the consideration for the Agreement; 2) fraud or a material misrepresentation by **You** to the provider or the Administrator; or 3) a substantial breach of a duty by **You** relating to the covered product or its use. **If the Administrator cancels the Agreement, any refund owed will be paid or credited no more than thirty (30) days from the Effective date and will be in accordance with the above. If the Administrator initiates the cancellation, no cancellation fee will apply. Any unresolved complaints concerning the Administrator or questions concerning the regulation of Agreement service providers or administrators may be addressed to the department at: Texas Department of Licensing and Regulation, P.O. Box 12157, Austin, TX 78711, or call (800) 803-9202. The registered service Agreement provider is Triple Protection Auto Care Inc. DbA Tri-PAC 7200 S.**

Alton Way, Ste C200, Centennial CO 80112, 1-877-963-9372, Texas Service Agreement Provider #670.

#### UTAH

The 24-HOUR ROADSIDE ASSISTANCE benefit is provided by Quest Towing Services, LLC. Offices at 106 West Tolles Dr., Saint Johns, MI 48879. The first paragraph in the KEY/REMOTE REPLACEMENT section, any reference to the key/remote being "lost, stolen or destroyed" is deleted and replaced with "lost, stolen or inoperable." In the section titled EXCLUSIONS, item (j) is deleted and replace with: (j) Any repair or replacement that is not pre-authorized except for emergency repairs. The CANCELLATION section of this Agreement is replaced in its entirety by the following: If You cancel this Agreement within the first thirty (30) days of the Effective Date, and no claim has been made, You will receive a full refund of the total Agreement purchase price, less a cancellation fee in the amount of fifty dollars (\$50). If You cancel this Agreement within the first thirty (30) days of the Effective Date, and a claim has been made, You will receive a full refund of the total Agreement purchase price less a cancellation fee in the amount of fifty dollars (\$50) and less the amount of any claims paid or payable. If You cancel this Agreement after the first thirty (30) days, the Administrator shall refund the purchase price for this Agreement on a prorated basis less a cancellation fee in the amount of fifty dollars (\$50) and less the amount of any claims paid or payable. The Administrator may only cancel this Agreement under the following grounds: 1) Material misrepresentation. 2) Substantial change in the risk assumed unless the Administrator should reasonably have foreseen the change or contemplated the risk when entering into the Agreement. If this Agreement is canceled due to non-payment, the Administrator will mail written notice of cancellation to You and will cancel Your Agreement no sooner than at least ten (10) days after the delivery or first-class mailing of a written notice. If this Agreement is canceled for any of the reasons listed above, the Administrator will mail written notice of cancellation to You and will cancel Your Agreement no sooner than thirty (30) days after the delivery or first-class mailing of a written notice. If a Lienholder or Administrator cancels this Agreement at any time, You will be entitled to a prorated refund of the Agreement purchase price less a cancellation fee of fifty dollars (\$50). In general, if Administrator cancels this Agreement within the first sixty (60) days after the Agreement purchase Date or if the Administrator cancels this Agreement because You have defaulted in Your obligation to repay the amount financed by the Lienholder, Administrator will mail to You written notice of cancellation at least ten (10) days before the cancellation Date.

This service Agreement or warranty is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department. Coverage afforded under this Agreement is not guaranteed by the Property and Casualty Guaranty Association. Failure to give any notice or file any proof of loss required by the policy within the time specified in the policy does not invalidate a claim made by the Agreement Holder, if the Agreement Holder shows that it was not reasonably possible to give the notice or file the proof of loss within the prescribed time and that notice was given or proof of loss filed as soon as reasonably possible. The ARBITRATION section of this Agreement is replaced in its entirety by the following: Any matter in dispute between You and the Provider may be subject to ARBITRATION as an alternative to court action pursuant to the rules of the American ARBITRATION Association (AAA) (or other recognized arbitrator), a copy of which is available on request from the Administrator. Any decision reached by ARBITRATION shall be binding upon both You and the Provider. The ARBITRATION award may include attorney's fees if allowed by state law and may be entered as a judgement in any court or proper jurisdiction. Should the Provider fail to pay or provide service on any claim within sixty (60) days after proof of loss has been filed, or if a refund or credit is not paid before the forty-sixth (46th) day after the Date on which Agreement is returned to the Provider, You may apply for reimbursement directly to the reimbursement insurance company. Obligations of the Provider under this service Agreement are insured under a service Agreement reimbursement insurance policy provided by Lyndon Southern Insurance Company, 10751 Deerwood Park Blvd., Ste. 200, Jacksonville, FL 32256, Telephone: (800) 888-2738.

#### VERMONT

The ARBITRATION section of this Agreement is not applicable.

#### WASHINGTON

The CANCELLATION section of this Agreement is replaced in its entirety by the following: If this Agreement is canceled by the Agreement Holder within thirty (30) days from the Effective Date, and no claim has been made, the Agreement Holder will receive a refund of the full purchase price of the Agreement. If this Agreement is canceled by the Agreement Holder within thirty (30) days from the Effective Date, and a claim has been made, the Agreement Holder will receive a refund of the full purchase price less a cancellation fee of fifty dollars (\$50) and the amount of any claims paid or payable. If the Agreement Holder cancels this Agreement after the first thirty (30) days, the Agreement Holder will be refunded on a prorated basis, less a cancellation fee of fifty dollars (\$50) and the amount of any claims paid or payable. The Refund will be payable to You or the Lienholder, where applicable. To initiate the cancellation process, the Agreement Holder must contact the Selling Dealer or the Administrator. The Administrator will refund to You the purchase price of the Agreement within thirty (30) days after the Agreement has been returned to them. If the Administrator does not refund the purchase price within thirty (30) days, they will pay a penalty of ten percent (10%) of the purchase price for each thirty (30) day period that the refund remains unpaid. The Administrator may cancel this service Agreement within the first sixty (60) days by mailing written notice of cancellation to You at the last known address in their records. Notice will be mailed before the twenty-first (21st) day preceding the Effective

**Date** of the cancellation. The cancellation notice will state the **Effective Date** and reason for cancellation. If the Administrator initiates the cancellation, no cancellation fee will apply. After the first sixty (60) days, the Agreement may not be canceled by the Administrator. Obligations of the service **Agreement** Provider under this service **Agreement** are insured under a service **Agreement** reimbursement insurance policy, **You** are entitled to make a direct claim against the insurance company. This Agreement is guaranteed by policy number AKMC-WA issued by Lyndon Southern Insurance Company, 10751 Deerwood Park Blvd., Ste.200, Jacksonville, FL 32256, Telephone:(800 )888-2738. **This Agreement does not allow You to recover consequential damages. This Agreement does not cover pre-existing conditions.**

#### **WISCONSIN**

**The CANCELLATION section of this Agreement is replaced in its entirety by the following:** You may cancel this Agreement by mailing written notice to the **Selling Dealer** or the Administrator. If the Agreement is canceled within the first thirty (30) days of the **Effective Date**, **You** will be refunded one hundred percent (100%) of the full purchase price of the Agreement. If **You** cancel this Agreement after the first (30) days, the Administrator shall refund the premium for this Agreement on a prorated basis. The Agreement may be canceled by the Administrator within the first seventy (70) days. In the event of cancellation after seventy (70) days, the Administrator may only cancel this Agreement if they discover one of the following: 1) fraud or material misrepresentation by **You**. 2) failure by **You** to pay an amount when due; or 3) act or omission by **You**, which occurred after the **Effective Date** of this Agreement and which substantially and materially increases the service required under this Agreement. If the Administrator cancels the Agreement, the return premium will be one hundred percent (100%) of the full purchase price of the Agreement. Cancellation will not become **Effective** until fifteen (15) days after the Administrator mails **You** a notice of cancellation to **Your** last known address. The Administrator will pay a ten percent (10%) penalty per month to any refund that is not paid or credited to **You** within forty-five (45) days after the return of this Agreement. **Whether this Agreement is cancelled by YOU or by the Administrator, no cancellation fees will be deducted from any returned premiums. THIS WARRANTY IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE. The Arbitration section of this Agreement is not applicable. In Wisconsin, the Obligor is insured under an insurance policy issued by Blue Ridge Indemnity Company, [10751 Deerwood Park Blvd., Ste. 200, Jacksonville, FL 32256, Tel: (800) 888-2738].**

#### **WYOMING**

**The CANCELLATION section of this Agreement is replaced in its entirety by the following:** You may cancel this Agreement by mailing written notice to the **Selling Dealer** or the Administrator. If **You** cancel this Agreement within the first twenty (20) days of the **Effective Date**, and a claim has not been made, the Agreement is void and a refund shall be issued to **You** for the full purchase price of the Agreement. If **You** cancel this Agreement within the first twenty (20) days of the **Effective Date** and a claim has been made, the Administrator shall refund to **You** the purchase price of the Agreement less the amount of any claims paid or payable. If **You** cancel this Agreement after twenty (20) days of the **Effective Date**, the amount of the refund will be prorated based on the number of days remaining on the Agreement term, less a cancellation fee of fifty dollars (\$50) and less the amount of any claims paid or payable. If the Administrator initiates the cancellation, no fee will apply. The Administrator will refund to **YOU** the purchase price of the Agreement within forty-five (45) days after the Agreement has been returned to the Administrator. If the Administrator does not refund the purchase price within forty-five (45) days, they will pay a penalty of ten percent (10%) of the purchase price for each month that the refund remains unpaid. The Administrator may cancel this service Agreement by mailing written notice of cancellation to **You** at the last known address in their records. Notice will be mailed before the tenth (10th) day preceding the effective date of the cancellation. The cancellation notice will state the effective date and reason for cancellation. Prior notice is not required if the reason for cancellation is nonpayment of the purchase price, a material misrepresentation by the Agreement Holder to the Administrator or a substantial breach of duties by the Agreement Holder relating to the covered product or its use. **This Agreement does not allow You to recover consequential damages. This Agreement does not cover pre-existing conditions. The ARBITRATION section of this Agreement is not applicable. The KEY/REMOTE REPLACEMENT benefit is not available.**



## LIMITED WARRANTY PROGRAM FOR RECOVER FOR KEYS

**In the following states, only this form can be used:** AL, AK, AZ, AR, CA, CO, CT, DE, DC, FL, GA, HI, ID, IL, IA, IN, KS, KY, LA, MA, MD, ME, MI, MN, MT, MS, MO, NE, ND, NV, NH, NJ, NM, NY, NC, OH, OK, OR, PA, RI, SC, SD, TN, TX, UT, VA, VT, WA, WI, WY.

FACTS	WHAT DOES TRIPLE PROTECTION AUTO CARE, INC. DO WITH YOUR PERSONAL INFORMATION?
Why?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
What?	The types of personal information we collect, and share depend on the product or service you have with us. This information can include: <ul style="list-style-type: none"> <li>■ Social Security number and income</li> <li>■ Account balances and payment history</li> <li>■ Credit history and employment information</li> </ul> When you are no longer our customer, we continue to share your information as described in this notice.
How?	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Triple Protection Auto Care, Inc. chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does Triple Protection Auto Care, Inc. share?	Can you limit this sharing?
For our everyday business purposes – such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	No	No
For our marketing purposes – to offer our products and services to you	No	No
For joint marketing with other financial companies	No	No
For our affiliates' everyday business purposes – Information about your transactions and experiences	No	We don't share
For our affiliates' everyday business purposes – Information about your creditworthiness	No	We don't share
For our affiliates to market to you	No	We don't share
For nonaffiliates to market to you	No	We don't share

Page 2

Who we are	
Who is providing this notice?	Triple Protection Auto Care, Inc.
What we do	
How does Triple Protection Auto Care, Inc. protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.
How does Triple Protection Auto Care, Inc. collect my personal information?	We collect your personal information, for example, when you <ul style="list-style-type: none"> <li>■ Apply for financing</li> <li>■ Give us your income information or provide employment information</li> <li>■ Provide account information or give us your contact information</li> </ul> We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.
Why can't I limit all sharing?	Federal law gives you the right to limit only <ul style="list-style-type: none"> <li>■ Sharing for affiliates' everyday business purposes – information about your creditworthiness</li> <li>■ Affiliates from using your information to market to you</li> <li>■ Sharing for nonaffiliates to market to you</li> </ul> State laws and individual companies may give you additional rights to limit sharing.
Definitions	
Affiliates	Companies related by common ownership or control. They can be financial and nonfinancial companies. <ul style="list-style-type: none"> <li>■ Triple Protection Auto Care, Inc. has no affiliates.</li> </ul>
Nonaffiliates	Companies not related by common ownership or control. They can be financial and nonfinancial companies. <ul style="list-style-type: none"> <li>■ Triple Protection Auto Care, Inc. does not share with nonaffiliates so they can market to you.</li> </ul>
Joint Marketing	A formal agreement between nonaffiliated financial companies that together market financial products or services to you. <ul style="list-style-type: none"> <li>■ Our joint marketing partners include finance companies.</li> </ul>
Questions?	<b>Contact Triple Protection Auto Care, Inc.,</b> Address: 7200 South Alton Way, Suite C200, Centennial, CO 80112, Phone: 1-877-963-9372.

FORTEGRA 06.19.2022