

Welcome to Freedom Auto Protect! Congratulations on Your purchase of certain services via this Vehicle Extended

Service Agreement which consists of the following terms and conditions and the Confirmation Page, which is part of this agreement. Coverage is dependent upon the receipt of Your signed Vehicle Extended Service Agreement AND receipt of a verifiable current odometer photo. A countersigned Vehicle Extended Service Agreement will be sent to You after verification of the odometer mileage and receipt of Your signed agreement.

NOTICE AND GENERAL CONSIDERATIONS. THIS VEHICLE EXTENDED SERVICE AGREEMENT IS NOT: (a) AN AUTOMOBILE LIABILITY OR PHYSICAL DAMAGE INSURANCE AGREEMENT OR POLICY; (b) A MECHANICAL BREAKDOWN INSURANCE AGREEMENT OR POLICY; (c) AN INSURANCE AGREEMENT OR POLICY OF ANY KIND; OR (d) AN EXPRESS IMPLIED GENERAL OR EXTENSION OF A WARRANTY.

THIS VEHICLE EXTENDED SERVICE AGREEMENT MAY DUPLICATE SOME WARRANTY COVERAGE. STATE AND FEDERAL LAWS MAY PROTECT YOUR INTEREST AS A CONSUMER. IN RESPECT TO THE MAGNUSON-MOSS WARRANTY ACT. THE CONTENTS OF THIS VEHICLE EXTENDED SERVICE AGREEMENT SHOULD BE INTERPRETED AND UNDERSTOOD TO MEAN "THIS VEHICLE EXTENDED SERVICE AGREEMENT" AS USED THEREIN.

BY ENTERING INTO THIS VEHICLE EXTENDED SERVICE AGREEMENT, YOU DO NOT WAIVE ANY WARRANTIES THAT MAY BE IMPLIED BY LAW. OTHER RIGHTS AND REMEDIES MAY BE AVAILABLE TO YOU IF A PROBLEM CANNOT BE RESOLVED WITH US.

I. Definitions

The following Definitions are used throughout this Vehicle Extended Service Agreement:

Breakdown means the inability of a properly maintained Covered Part to perform the function for which it was designed, due to defects in materials or workmanship. Breakdown does not mean the gradual reduction in operating performance of a Covered Part due to any lack of proper maintenance or to non-use of a Covered Part or non-covered part.

Commercial Use or Purpose means any usage of Your Vehicle for trade, commerce, or generation of income, regardless if such usage is full or part time.

Confirmation Page means the page of the Vehicle Extended Service Agreement that is personalized to You and Your Vehicle (once purchased) and is specially incorporated herein.

Covered Part(s) means a part which is specifically covered under the Coverage Details section of this Vehicle Extended Service Agreement. Covered Part does not include any part which is excluded from coverage by or not covered under any provision of "Coverage Details" Section of this Vehicle Extended Service Agreement.

Dealer means the dealer who sold the Vehicle Extended Service Agreement to you.

Dealer or Factory Warranty means the Vehicle Extended Service Agreement sold to or provided to you by the dealership in association with the purchase of your new or certified pre-owned vehicle.

Dealer or Factory Warranty Repair Service means any service or repair provided to You by the dealership for Your Vehicle while Your Vehicle is still covered by either the Factory Warranty or Dealer Warranty.

Deductible means the amount You are required to pay, indicated on the Confirmation Page, in the event of a breakdown.

Maintenance Records means all original invoices, receipts and any other documents that demonstrate all required maintenance has been performed up to the manufacturer's predetermined standards.

Manufacturer means the company that manufactured Your Vehicle as indicated on the Confirmation Page.

Our, Us, and We means freedom Auto Protect.

Prior Authorization means the written approval of and the claim number provided to You by Us in respect to covered aspects of this Vehicle Extended Service Agreement. You must notify Us and receive written Prior Authorization from Us before any repairs

or road side services can be performed on Your Vehicle. Any costs for repairs, or road side services You incur without Prior Authorization, when Prior Authorization is required, will not be covered under this Vehicle Extended Service Agreement.

Repair Cost means the combination of part(s) and labor expense, necessary to repair or replace a Covered Part in the incidence of a Breakdown. Repair Cost of parts is determined by regular retail prices, and are not to exceed the manufacturer's suggested retail price for a Covered Part. Repair Costs of labor are based on the current national flat rate hourly guide for labor, and are subject to the aggregate total of a single repair visit.

United States means the 50 United States plus Puerto Rico and the District of Columbia, but does not include Guam or other territories and possessions of the United States of America.

Vehicle Extended Service Agreement means this agreement and the Confirmation Page.

You and Your mean the holder (name) on Confirmation Page, or the person to whom this Vehicle Extended Service Agreement has been properly transferred.

Your Vehicle means the vehicle identified on the Confirmation Page.

II. Coverage Provided Under Your Vehicle Extended Service Agreement

A. Scope of Coverage.

Your Vehicle Extended Service Agreement period begins on the Effective Date and Start Mileage, and ends either on the Expiration Date or when Your Vehicle has reached its Odometer Expiration Mileage Limit, whichever occurs first. The Effective Date, Start/End Mileage, Expiration Date, and Odometer Expiration Mileage Limit are all listed on the Confirmation Page.

We will arrange for the repair or replacement of any Covered Parts, or pay the repair cost associated with a Breakdown during the Vehicle Extended Service Agreement period. Under this Vehicle Extended Service Agreement, We provide You with the following additional services in the event of a Breakdown, in the form of monetary reimbursement for covered repairs up to a maximum of: (a) one hundred and twenty dollars (\$120) per occurrence for towing to the nearest authorized repair facility if required as a result of a Breakdown; (b) fifty dollars (\$50) per day, for up to three days, for emergency trip interruption inconvenience reimbursement, when a Breakdown occurs a minimum of one hundred (100) miles away from Your home as provided on the Confirmation Page; (c) a single flat tire change using your pre-existing good spare tire; (d) forty dollars (\$40) for a battery boost or jump start, or toward the delivery charge to have fuel purchased by You delivered to Your Vehicle; and (e) up to twenty five dollars (\$25) for lockout assistance.

B. Rental Car Reimbursement

If You are in need of alternate transportation because of a covered Breakdown, this Vehicle Extended Service Agreement, provides reimbursement for the expense of a rental car up to sixty-five dollars (\$65) per day, for a maximum of up to four (4) days, for a total of up to two hundred sixty dollars (\$260) per Breakdown. Rental car reimbursement is based on a recognized industry flat rate time required to repair Your Vehicle according to the following criteria: (a) if the repair time required is a minimum of eight hours, we will allow a one day car rental and reimburse You a maximum of sixty-five dollars (\$65) for that rental; (b) if the repair time required is a minimum of sixteen (16) hours, we will allow a two day car rental and reimburse You a maximum of one hundred and thirty dollars (\$130) for that rental; and (c) if the repair time required is more than twenty (20) hours, we will allow a three (3) day car rental and reimburse You a maximum of one hundred and ninety-five dollars (\$195) for that rental. Rental car reimbursement is valid only for expenses incurred from the date of the Breakdown until the date repairs are completed. Rental car reimbursement does not include any expense for items such as mileage, gasoline, maintenance, insurance or collision damage waiver charges, or oil changes. No deductible applies to the provision of Rental car reimbursement.

III. Coverage Details

A. GOLD: covers the following listed components under the Coverage Details section part A.

IV. Gasoline/Diesel Engine: Cylinder block, cylinder head/heads (if damaged by internally lubricated covered part). Internally lubricated parts: pistons, piston rings, piston pins, crankshaft, main bearings, camshaft, camshaft bearings, connecting rods, rod bearings, rocker arms, rocker arm shafts, rocker arm pivots, cylinder head intake, exhaust valves, valve keepers, valve retainers, hydraulic/solid valve lifters, cam followers, crankshaft gear, oil pump, crankshaft gear and timing chain. Harmonic balancer, metal timing cover, and metal oil pan (if damaged by an internally lubricated part). Seals and gaskets during rebuilding, engine vacuum pump and engine mounts (if failed, not worn).

2. **Transmission:** Transmission case/Transmission pan (if damaged by internally lubricated covered part). Internally lubricated parts included within banner kit components: automatic transmission, clutch steels/plates, accumulating/servo locking rings. Transmission mounts, seals and gaskets during rebuild, torque converter, and vacuum modulator.
3. **Drive Axle:** Front propeller/drive shaft universal joints, front axle shaft universal joints, rear propeller/drive shaft universal joints, rear propeller/drive shaft support and bearing, and front CV axle shaft joints.
4. **Electrical Components:** Ignition distributor, starter solenoid, starter motor, voltage regulator, alternator, and A/C heater blower motor.
5. **Cooling:** Cooling fan clutch, main engine radiator cooling fan motor, radiator, main engine water pump, and water pump gasket
6. **Brakes:** Master cylinder, wheel cylinder, hydraulic front/rear disc brake calipers, and power brake booster.
7. **Turbo/Super Charger:** Internal parts; Housing is covered if damage is caused by the failure of an internally lubricated moving part, and turbo/super charger mount gaskets during replacement.
8. **AWD/4x4:** The following components in the transfer case: drive chain/gears, planetary gears, ring shift forks, oil pump output shaft/main shaft washers, transfer case actuator, four-wheel drive actuator, seals and gaskets during rebuilding.
9. **Differential Assembly:** Front and rear differential housing if damage is caused by a failure of internally lubricated covered parts, ring and pinion, and pinion/axle shaft seal.
10. **Suspension System: (if failed, not worn)**
 1. **Front:** Upper/lower control arms and bushings, lower torsion/tension arms, stabilizer end links ball joints, hub and wheel bearings.
 2. **Rear:** Upper lower controls arms and bushings, stabilizer end links, ball joints, hub and wheel bearings.
11. **Steering System:** Steering box/steering box pitman seals, steering rack shaft seals, rack and pinion unit and all related internal lubricated parts, power steering pump/shaft seal pump, pitman/idler arm, inner tie rod ends, and outer tie rod ends.
12. **Heater and Air conditioning:** Compressor and compressor clutch, A/C high/low pressure compressor cutoff switches and heater core, evaporator core, condenser, field coil, and accumulator.
13. **Fuel System:** Main fuel pump, fuel injector(s), and gasoline pressure regulator.
14. **ABS Brakes:** Wheel speed sensors, hydraulic pump/motor assembly, pressure modulator valve/isolation dump valve, accumulator, ABS master cylinder, Hydro Boost.
15. **Hi-Tech:** ABS master cylinder, ABS processor, hydraulic pump motor/pressure modulator valve, sensors; temperature control programmer; mass airflow sensor, map sensor, air charge temperature sensor, coolant temperature sensor, fuel management controls, fuel pressure sensor, fuel injector(s), fuel injection pump, ignition management controls; camshaft position sensor, crankshaft position sensor, ignition coils, wiper motor(s), power window motors, power door lock actuators, driver and passenger front forward/backward seat motor, driver and passenger front tilt seat base motor, driver and passenger front tilt seat back motor, automatic temperature control panel, key-less entry module excluding remote, speed control module, electronic level control compressor, factory installed GPS Navigation module, sunroof motor and convertible top motor, factory installed rear view camera, and compressor.

B. BRONZE: Covers the following listed components.

1. **GASOLINE/DIESEL ENGINE:** Cylinder block, cylinder head/heads (if damaged by internally lubricated covered part). Internally lubricated parts: pistons, piston rings, piston pins, crankshaft, main bearings, connecting rods and rod bearings, camshaft and bearings, oil pump, crankshaft gear and timing chain, metal timing cover, and metal oil pan (if damaged by an internally lubricated part) and engine vacuum pump.
2. **TRANSMISSION:** Transmission case/ Transmission pan (if damaged by internally lubricated covered part). Rear Wheel Drive Transmission or Front Wheel Drive Transaxle. Internally lubricated parts included within banner kit components: automatic transmission, clutch steels/plates, accumulating/servo locking rings, torque converter, and vacuum modulator.
3. **Drive Axle:** Front propeller/drive shaft universal joints, front axle shaft universal joints, rear propeller/drive shaft universal joints, rear propeller/drive, and front CV axle shaft joints.
4. **Electrical Components:** Ignition distributor, starter solenoid, starter motor, voltage regulator, alternator, and A/C heater blower motor.
5. **Cooling:** Cooling fan clutch, main engine radiator cooling fan motor, radiator, and main engine water pump
6. **Brakes:** Master cylinder, wheel cylinder, hydraulic front/rear disc brake calipers, and power brake booster.
7. **AWD/4x4:** The following components in the transfer case: Drive chain/gears, planetary gears, ring shift forks, oil pump output shaft/main shaft washers, transfer case actuator, and four-wheel drive actuator.
8. **Steering System:** Steering box, rack and pinion unit and all related internal lubricated parts, power steering pump/shaft seal pump, pitman/idler arm, inner tie rod ends, and outer tie rod ends.

C. SILVER: covers the following listed components:

1. **GASOLINE/DIESEL ENGINE:** Cylinder block, cylinder head/heads (if damaged by internally lubricated covered part). Internally lubricated parts: pistons, piston rings, piston pins, crankshaft, main bearings, connecting rods and rod bearings, camshaft and bearings, oil pump, crankshaft gear and timing chain, metal timing cover, and metal oil pan (if damaged by an internally lubricated part), and engine vacuum pump.
2. **TRANSMISSION:** Transmission case/Transmission pan (if damaged by internally lubricated covered part). Rear Wheel Drive Transmission or Front Wheel Drive Transaxle. Internally lubricated parts included within banner kit components: automatic transmission, clutch steels/plates, accumulating/servo locking rings, torque converter, and vacuum modulator.
3. **Drive Axle:** Front propeller/drive shaft universal joints, front axle shaft universal joints, rear propeller/drive shaft universal joints, rear propeller/drive, and front CV axle shaft joints.
4. **Electrical Components:** Ignition distributor, starter solenoid, starter motor, voltage regulator, alternator, and A/C heater blower motor.
5. **Cooling:** Cooling fan clutch, main engine radiator cooling fan motor, radiator, and main engine water pump.
6. **Brakes:** Master cylinder, wheel cylinder, hydraulic front/rear disc brake calipers, and power brake booster.

CI. In the Event a Breakdown occurs:

1. You must take Your Vehicle to a licensed repair facility within the United States, which has at least one ASE licensed mechanic capable of diagnosing and repairing Your Vehicle using proper and appropriate equipment. If You are traveling in Canada, take Your Vehicle to the nearest repair shop with an automotive professional capable of diagnosing and repairing Your Vehicle. In both cases, and in any unforeseen circumstances, You must receive prior authorization from Us by calling us toll free (855) 937-0717 before accruing any repair expenses.
2. You must authorize the tear-down and/or inspection of Your Vehicle by the licensed repair facility. You will be responsible for this charge.
3. We reserve the right to inspect Your Vehicle with the purpose of gathering information related to a Breakdown. At Our discretion, We may move or tow Your Vehicle to another location, at no cost to You, in order to inspect the vehicle for this purpose.
4. Any applicable deductible must be paid by You to the authorized repair facility. The deductible is the amount of the repair cost incurred by You for each repair following a Breakdown as described in this Vehicle Extended Service Agreement. Your deductible is specified on the Confirmation Page.

FOR CLAIM ASSISTANCE, ROADSIDE SERVICES, AND RENTAL CAR REIMBURSEMENT, PLEASE CONTACT US AT 1-(855) 888-2337

V. Your Responsibilities

1. You must have Your Vehicle inspected and serviced in accordance with the manufacturer's recommendations as provided in Your Vehicle's owner's manual and in accordance with applicable state laws.
2. You are required to have a valid state annual registration, state safety/emissions inspection certifications, and liability insurance.
3. You are required to follow the maintenance schedule that applies to Your driving habits and climate conditions.
4. All original receipts must be retained for any requested service/work on Your Vehicle and verifiable by Us.
5. Self-servicing Your Vehicle may be verified through the receipts of various materials used throughout the service, which You are required to maintain and submit upon request by Us.
6. Claims are limited to being initiated by You, and not various repair facilities working on Your Vehicle. In order to receive repair services or self-serve Your Vehicle, You must call us at **1-855-937-0717**. Once prior authorization is given by Us, You may take Your Vehicle to the repair facility of Your choice.

FAILURE TO ADHERE TO THE OWNER'S MANUAL RECOMMENDATIONS WILL RESULT IN DENIAL OF COVERAGE BY US. IN ADDITION, COVERAGE WILL BE DENIED IN THE EVENT YOU FAIL TO RETAIN ORIGINAL DOCUMENTS OR RECEIPTS PROVING ORIGINAL PURCHASE PRICE OF YOUR VEHICLE OR SERVICE THERETO AND/OR YOUR FAILURE TO PROVIDE THE SAME TO US. FURTHER, COVERAGE WILL BE DENIED IF YOU FAIL TO MAKE TIMELY PAYMENTS TO US AS REQUIRED BY THIS VEHICLE EXTENDED SERVICE AGREEMENT.

VI. EXCLUSIONS; PARTS AND SERVICES WHICH ARE NOT COVERED. THE FOLLOWING POINTS ARE EXCLUDED BY OR NOT COVERED UNDER THIS VEHICLE EXTENDED SERVICE AGREEMENT

A. UNDER THIS VEHICLE EXTENDED SERVICE AGREEMENT, COVERAGE IS NOT PROVIDED FOR ANY OF THE FOLLOWING WEAR ITEMS/PARTS INCLUDING BUT NOT LIMITED TO: throttle body, battery and battery cable harness, thermal housing friction clutch disk and pressure plate, manual transmission clutch assembly, throw out bearing, pilot bearing, plugs, clutch master and slave cylinder, manual and hydraulic linkages; spark plugs and spark plug wires; filters and housing; glow plugs; thermostat; hoses, pipes, lines; nuts, bolts, hardware; belts, pulleys, timing tensioners and guides; valve seals and reservoirs; remotes, fuses, relays, fuse panel, circuit breakers; tune-up parts distributor cap and rotor, flywheels, safety restraint systems (including but not limited to air bags), glass, timing belts and balance shaft belts, lenses, intermediate shafts and/or bearings, light bulbs, projection lamp assemblies, sealed beams, and LED lighting, personal items such as cell phones, personal computers, navigation systems, pre-heated car systems, game centers, and radios of any kind, electronic transmitting devices, springs, struts, shocks; voice recognition systems, radar detection apparatus, remote control consoles, brake rotors and drums, brake pads, brake shoes, and all exhaust and emissions components and systems, weather strips, bright metal chrome, trim, moldings, cosmetics such as upholstery and carpentry, paint, inside or outside ornamentations or car emblems, bumpers, body sheet metal, structural frame or body parts, convertible tops including soft/hard top and vinyl, linkages, inside and outside door handles, tailgate handle, and lift gate handles, window or sunroof shades, cup holders, cluster and instrument panel lighting, dash pad and vents, instrument cluster, seat frame paint, mirrors, hinges, latches, door bushings or bearings, hardware or linkages, wheel assemblies including tire/rims/tire pressure sensors, hubcap and wheel covers, bumpers, body sheet metal and panels, body parts, frame, structural body parts, all digital modifications to components that are not the cause of a Breakdown, engine block and cylinder heaters if cause of damage is overheating/ freezing/ warping; any subsequent failures caused by overheating regardless of the cause; and, any service that the manufacturer recommends pursuant to a recall announcement or service bulletin that applies to Your Vehicle, and any Breakdown of an otherwise Covered Part if you fail to have Your Vehicle repaired or reprogrammed pursuant to a notice of recall or service bulletin, and such repair or reprogramming would have prevented the breakdown.

FAILURE TO PERFORM MAINTENANCE SERVICES/ PARTS PRESCRIBED BY YOUR VEHICLE'S MANUFACTURER IN THE OWNER'S MANUAL INCLUDING BUT NOT LIMITED TO; ALIGNMENTS, ADJUSTMENTS, WHEEL BALANCING, TUNE-UPS, HOSES UNLESS, DRIVE BELTS, DEGRADABLE BRAKE COMPONENTS AND WIPER BLADES ARE NOT COVERED UNLESS OTHERWISE STATED EXPLICITLY IN THE COVERAGE DETAIL SECTION OF THIS VEHICLE EXTENDED SERVICE AGREEMENT. REFRIGERANTS, COOLANTS, FLUIDS, LUBRICANTS, AND FILTERS ARE ONLY COVERED IF DIRECTLY RELATED TO A BREAKDOWN.

B. The following parts or services under the described circumstances will not be covered under this Vehicle Extended Service Agreement:

1. Illegal repairs as outlined by Federal and State laws, or other governing motor vehicle entity.
2. Repairs performed outside United States and Canada.
3. After market/non-OEM additions or improvements that are deemed by Us to not affect the condition of a Breakdown.
4. Parts not approved by the manufacturer, including, but not limited to, non-factory or aftermarket performance parts.
5. Airbags, air bag modules and air bag sensors damaged due to collisions and/or repaired (these should be immediately taken to Your dealer for repairs for Your safety).
6. Any repairs not given prior authorization by Us, regardless if Breakdown has occurred.
7. Any repair cost if Your Vehicle has been used for commercial use or purpose including but not limited to use or for hire for rental taxi, limousine or shuttle service, ride share service, farming, dumping, snow plowing for hire, hauling, road service operations, police law enforcement, government agencies, security services, or other emergency or rescue services.
8. Damages or Breakdown as a result of negligence by You or any third party dispensing services, repairs, and transportation of Your Vehicle, misuse or abuse (overloading, racing, snow plowing, etc.), or improper towing, improper adjustments or servicing, or the use of the Your Vehicle in any matter not recommended by the manufacturer.
9. Any Breakdown caused by misuse, abuse, negligence, lack of normal maintenance scheduled for Your Vehicle, will result in a claim denial.
10. Accidental loss, or external causes such as vandalism, theft and or comprehensive insurance loss; or other cause beyond the reasonable control of the parties; Any and all repairs or Breakdowns caused by or resulting from the structural impact to, a vehicular accident to, or a rollover or upset of, the Vehicle.
11. Any recall repairs must be paid for and immediately executed by You. Failure to repair Your Vehicle pursuant to any manufacturer issued recall may result in a loss of coverage in the event of a Breakdown.

12. Any damages determined to be a direct or probable cause of a pre-existing mechanical issue whether it is known to You or the dealer at the time of purchase or not.
13. Repairs needed in part or wholly due to rust, salt, corrosion, water intrusion leaks, acid rain/corrosive chemicals and environmental acts of nature; sludge, contaminate metals, contaminated fluids, contaminated fuels, or contaminated lubricant.
14. Parts or services which are primarily covered by dealer/manufacturer warranty take seniority over claims processed through Us.
15. Failure to stop driving or protect Your Vehicle from further damage after evidence of a Breakdown appears (e.g., warning light, smoke).
16. Any reported Breakdowns that are not covered must be repaired by You, with proof, before any other claims are submitted.
17. Repairs requested for vehicles determined to have flood title status, total loss title status, salvage title status, or a repaired title status.
18. Minor loss of fluid or seepage from any seal or gasket. This is considered normal and is not considered a failure.
19. Any repair costs for vehicles determined to have altered/inoperable odometers.
20. If Your Vehicle's factory warranty has been voided for any reason, or if You fail to provide all maintenance records for routine maintenances relating to Covered Parts that sustain to a Breakdown.
21. ANY and ALL parts or components which are not specifically listed under Section IV "Coverage Details" are excluded under the terms of this Agreement.
22. ANY failures caused by overheating regardless of the cause.
23. ANY CONSEQUENTIAL OR INCIDENTAL PECUNIARY DAMAGES, INCLUDING BUT NOT LIMITED TO: LOSS OF USE YOUR VEHICLE, LOSS OF TIME, LOST REVENUE, FAILURE TO REALIZE EXPECTED SAVINGS AND/OR ANY OTHER ECONOMIC LOSS OF ANY KIND; CONSEQUENTIAL AND/OR INCIDENTAL DAMAGES INCLUDING BUT NOT LIMITED TO LOSS OF TIME, LACK OF TRANSPORTATION, EXCEPT AS OTHERWISE COVERED BY THE RENTAL SECTION; OR INCONVENIENCE, LOST REVENUE, OPPORTUNITY OR OTHER ECONOMIC LOSSES.

VII. Service Program Guarantee

Our obligations to the purchaser of this Vehicle Extended Service Program are backed by the administrator, Elite Group Inc, 1-855-937-0717.

If We fail to settle a claim presented to Us by You, You are entitled to a claim against Us after (60) sixty days of receiving proof of loss or damage. We remind you that this Vehicle Extended Service Agreement is not an agreement of insurance nor an insurance policy.

Our maximum liability under this Vehicle Extended Service Agreement for Repair Costs, either per claim or in the aggregate, shall not exceed the reasonable trade-in value of Your Vehicle at the time You seek a repair under this Vehicle Extended Service Agreement.

SERVICES ARE SUBJECT TO CHANGE BASED ON CONFORMITY WITH INDIVIDUAL STATE LAWS. NO DEDUCTIBLES APPLY TO THE PROVISION OF ROADSIDE SERVICES. ROADSIDE SERVICES PROVISIONS DO NOT APPLY TO VEHICLES WHICH WERE DISABLED DUE TO ACTS OF NATURE, INCLEMENT WEATHER, WAR, INSURRECTION, OR RIOT, ETC. UNDER THE TERMS OF THIS VEHICLE EXTENDED SERVICE AGREEMENT, YOU ARE LIMITED TO RECEIVING ROADSIDE SERVICES FOR JUST ONE DISABLEMENT OF YOUR VEHICLE FOR THE SAME CAUSE IN ANY SEVEN-DAY (7) PERIOD.

VIII. Subrogation

In the event of reimbursement by Us, to You, or for the benefit of Your Vehicle that You will receive in exchange for signing this Vehicle Extended Service Agreement, You agree to transfer to Us by way of subrogation or otherwise all rights, interest or stake in claims which You may have against any parties responsible for damages to You. Under this Section, You agree to execute any documents that We require to pursue claims through subrogation and avoid the impairment of Our rights pursuant to this clause. In respect to this clause, You authorize Us to sue, settle, or compromise on both Your and Our behalves related to an instance of

recorded damages. You agree to reimburse Us any amount received as the result of a claim, should there be additional remedies available to You.

IX. Service Program Agreement Transferability

You are entitled to transfer this Vehicle Extended Service Agreement to any other individual purchaser of the vehicle declared in the Confirmation Page for the remainder of this Agreement. The entitlement of transferability does not include transfer to any business/commercial entities, or to any individual purchaser with the intention of using the vehicle for commercial use.

This transfer clause is subject to the following conditions:

- This Agreement is entitled to be transferred once during its term. Once this Agreement is transferred to a second party, that second party may not transfer the program to a third party, regardless of any change of vehicle ownership. The second party owner is not entitled to exercise the Termination clause of this Agreement.
- Transfer of this Agreement is only applicable to You. In order for a transfer to be recognized by Us, we require a notice of transfer within fifteen (15) days of change of ownership of Your Vehicle.
- All pre-existing dealer or factory warranty must be transferred to the new owner of Your Vehicle. All maintenance records and odometer readings at the time of transfer must be present in order to process a transfer.
- You shall permit an inspection of the Vehicle to ensure that it is in proper working order prior to issuance of a transfer and You shall pay a fee of one hundred dollars (\$100) for such inspection.
- Transfer Fee is \$100.00 per transfer
- Vehicle must have less than 100,000 miles to be eligible for transfer
- We reserve the right to deny any transfer (vehicles condition will be taken into consideration)

X. Termination

This Vehicle Extended Service Agreement may be terminated at any time by submitting a termination request. Within the first thirty (30) days of purchase of this program, You may terminate this Agreement for a full refund ONLY if no vehicle services or repairs have been provided.

If repairs or services were provided in connection to Your Vehicle in the first thirty (30) days, You may still terminate this Agreement and be partially refunded based on a pro-rated basis of time in which the Agreement was in effect, less any authorized repair costs paid for by Us. If a federal odometer statement is provided at the time of termination, the pro-rated reimbursement may be calculated on a per mile basis on the number of miles Your Vehicle has been driven since You purchased the Vehicle Extended Service Agreement including the costs of any claims or services authorized or paid.

You may terminate this Vehicle Extended Service Agreement after the thirty-day (30) grace period and within the first three hundred and sixty five days (365), and no claim has been filed, You may do so in exchange for partial reimbursement calculated on a pro-rated basis of the time since the Effective Date to date of termination. This reimbursement may be calculated on a mileage basis on the number of miles Your Vehicle has been driven since You purchased the Vehicle Extended Service Agreement including the costs of any claims or services authorized or paid if You provide a federal odometer statement at the time of termination, and a federal odometer statement at the Effective Date. All termination requests after the thirty-day (30) grace period are subject to a twenty-five dollar (\$25) administrative fee and will be deducted from Your reimbursement, as well as the cost of any authorized repair costs paid for by Us.

We reserve the right to terminate this Vehicle Extended Service Program at any time should You; (a) fail to pay any part of the purchase price related to this Vehicle Extended Service Agreement, (b) misrepresent any information pertaining to this Agreement and/or Your Vehicle, (c) sell, transfer, trade or if Your Vehicle is repossessed, unless all procedures under the transfer clause are enacted by You, (d) not maintain a fully functioning odometer through which We can determine an accurate mileage reading, or (f) alter or remove the VIN (vehicle identification number). These terms also apply to vehicles declared a total loss, sold for salvage purposes, branded or salvage title, for commercial use, and modified beyond manufacturer standards. Should We terminate this Vehicle Extended Service Agreement at any time for the above reasons, You are entitled to a partial refund paid on a pro-rated basis of period coverage starting from the Effective Date to the date of termination, or mileage pro-rated amount, based upon the number of miles Your Vehicle has been driven since the Effective Date less any authorized repair costs dispensed by Us or authorized.

If You are entitled to a refund under this clause and subject to provisions of this clause, it will be dispensed to You, ONLY if You did not finance the purchase of this Agreement or transfer the Agreement to a secondary owner or vehicle. You understand that

You will not be entitled to a refund hereunder if You file a claim that we reasonably determine is without legitimate basis. If You terminate this Agreement any time after thirty (30) days of the Effective Date, and within the first three hundred and sixty five days (365) Your refund will be prorated. Should the Vehicle Extended Service Agreement be financed, the refund amount will be paid to You ONLY in the event that We receive documentation proving satisfaction of such financing and satisfaction of any liens on Your Vehicle. A Vehicle Extended Service Agreement holder who obtains this agreement through a transfer is NOT eligible to request or receive a termination refund. This Vehicle Extended Service Agreement shall terminate if We issue a refund to You or the lender and no coverage can be reinstated for Your Vehicle. The deferred registration fee of two hundred-fifty dollars (\$250) shall be due if contract is cancelled.

Payment of refund to a lender is to be considered a payment to You, for Your benefit, and You forfeit any claims against Us under this clause.

If You have more questions about termination, contact Us at our toll free number.

XI. Arbitration of Claims

All prospective claims including suits or any such action are subject to fulfillment of ALL terms specified in this Vehicle Extended Service Agreement under the Your Responsibilities clause and elsewhere. Any and all claims must be submitted in writing to Us, within one (1) year of original claim date. All claims submitted to us within one (1) year of the occurrence of the event underlying such a claim may then proceed to arbitration exclusively under the American Arbitration Association in the State of New Jersey under its Commercial Mediation Rules. All claims are subject to this arbitration clause, including without limitation common law, contractual, tort, statutory, or regulatory liabilities. We are not responsible for attorneys' fees and will not reimburse costs incurred as a result of arbitration. UNDER NO CIRCUMSTANCES WILL YOU BE PERMITTED TO OBTAIN AWARDS FOR, AND YOU HEREBY WAIVE ALL RIGHTS TO CLAIM, INDIRECT, PUNITIVE, INCIDENTAL AND CONSEQUENTIAL DAMAGES AND ANY OTHER DAMAGES, OTHER THAN FOR ACTUAL OUT-OF-POCKET EXPENSES, AND ANY AND ALL RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED. IN NO EVENT SHALL ANY PAYMENT DUE TO YOU HEREUNDER, WHETHER PER CLAIM OR PER THE VEHICLE EXTENDED SERVICE AGREEMENT, INDIVIDUAL OR IN THE AGGREGATE, EXCEED THE FAIR MARKET VALUE OF YOUR VEHICLE. All issues, questions, and concerns regarding the validity of and enforceability of this Agreement shall be subject to the laws of the State of New Jersey. Notice of arbitration must be written to the address set forth herein.

XII. Effect of State Laws

Individual State Variance Requirements apply if the VEHICLE EXTENDED SERVICE AGREEMENT was PURCHASED in one of the following States and supersede any other provisions herein to the contrary:

Alabama Special State Requirements: Reimbursement insurance policies insuring a service agreement sold in this state shall provide that, upon failure of the provider to perform under the service agreement, including, without limitation, failure to refund or credit the unearned portion of the purchase price of the service agreement to the extent required by this chapter, the insurer that issued the reimbursement insurance policy shall pay on behalf of the provider any sums the provider is legally obligated to pay to a service agreement holder, or shall provide the service which the provider is legally obligated to perform, according to the providers contractual obligations under the service agreement sold to the provider. The reimbursement insurance company shall be responsible to refund only the unearned premium net of the unearned provider fee, and the provider shall be responsible for refunding or crediting the unearned provider fee in excess of the unearned premium. If the provider fails to refund or credit any portion of the unearned provider fee required to be refunded or credited by this chapter, the reimbursement insurance company shall be responsible for the entire refund of the unearned premium and unearned provider fee. The amount of the reserve relative to the unearned provider fee to be maintained by the reimbursement insurance company shall be based on the loss experience of the reimbursed insurance company as certified by an actuary.

Florida State Special Requirements: The rate charged for this Vehicle Extended Service Agreement is not subject to regulation by the Florida Office of Insurance Regulation. Section (V) is amended as follows: This Vehicle Extended Service Agreement may be terminated by You within sixty (60) days of purchase and a refund equal to one hundred percent (100%) of the purchase price paid, less any claims, will be issued. Any fee assessed by Us in connection with termination shall not exceed five percent (5%) of the purchase price paid. If this Vehicle Extended Service Agreement, is cancelled after sixty (60) days by You a refund of not less than ninety percent (90%) of the unearned pro rata premiums, less any claims, will be issued. After this Vehicle Extended Service Agreement has been in effect for sixty (60) days, We will not terminate the Vehicle Extended Service Agreement unless there was a material misrepresentation or fraud at the time of purchase, You have failed to maintain Your Vehicle as prescribed by the

manufacture and this Agreement, the odometer has been tampered with or disabled and You do not repair it, or for non-payment of the purchase price. If We cancel this Vehicle Extended Service Agreement, a refund of not less than 100 percent (100%) of the unearned pro rata purchase price, less any claims paid, will be issued. Section X is amended as follows: You remit a forty dollar (\$40) transfer fee to be used towards the costs of transferring the Vehicle Extended Service Agreement.

Illinois State Special Requirements: Section X is amended as follows: Any service charge assessed by Us in connection with termination shall not exceed the lesser of 10 percent (10%) of the purchase price or \$100.

Iowa State Special Requirements: Sections X and V are amended as follows: the Iowa Commissioner of Insurance shall be contacted at the following address: Iowa Insurance Division, Two Ruan Center, 601 Locust Street, 4th floor, Des Moines, Iowa 50309-3738, 515-281-5705. Iowa Code Section 516E.5 Disclosure to service agreement holders agreement provisions. **1.a.** A Service agreement insured by a reimbursement insurance policy shall not be issued, sold, or offered for sale in this state unless the agreement conspicuously states that the obligations of the service company to the service agreement holder are guaranteed under a reimbursement insurance policy, the service agreement holder is entitled to make a claim directly against the reimbursement insurance policy. **b.** A Claim against a reimbursement insurance policy shall also include a claim for return of the unearned service company fee paid for the service agreement. A service agreement shall conspicuously state the name and address of the issuer of the reimbursement insurance policy for the service agreement. **c.** A service agreement issued, sold, or offered for sale in this state that is not insured under a reimbursement insurance policy shall contain a statement in substantially the following form: Obligations of the service company under this service agreement are backed by the full faith and credit of the service company. **2.** A service agreement shall be written in clear, understandable language and the entire agreement shall be printed or typed in easy-to-read type, size, and style, and shall not be issued, sold or offered for sale in this state unless the agreement does all of the following; **a.** Clearly and conspicuously states the name and address of the service company and describes the service company's obligations to perform services or to arrange the performance of services under the service agreement. **b.** Clearly and conspicuously states the name and address of the issuer of the reimbursement insurance policy, if applicable, identifies the service company obligated to perform the service under the service agreement, any third-party administrator, and the service agreement holder to the extent that the name and address of the service agreement holder has been furnished by the service agreement holder.

Louisiana State Special Requirements: Section X is amended as follows: If You terminate this Vehicle Extended Service Agreement within the first thirty (30) days of purchase, irrespective of whether We have paid a claim hereunder during that time period, the entire Vehicle Extended Service Agreement purchase price will be refunded, less administrative fee of one hundred dollars (\$100). No Deduction for claims paid will be made for any refund due as a result of the termination of this Vehicle Extended Service Agreement.

New York State Special Requirements: Section X is amended as follows: If You terminate this Vehicle Extended Service Agreement within twenty (20) days after We mail it to You or ten (10) days of delivery of the Vehicle Extended Service Agreement if the same is delivered at the time of sale and a claim has not been made hereunder the Vehicle Extended Service Agreement, We will refund the entire Vehicle Extended Service Agreement purchase price. A 10 percent (10%) penalty per month shall be added to a refund due for a terminated Vehicle Extended Service Agreement that is not made within thirty (30) days of return of the Vehicle Extended Service Agreement by You. The right to terminate this Vehicle Extended Service Agreement is not transferable and applies only to the original Vehicle Extended Service Agreement holder subsequent to this time period, or if a claim has been made during this time period. You may terminate this Vehicle Extended Service Agreement and We will refund the unearned Vehicle Extended Service Agreement purchase price calculated on a pro-rata basis as the lesser amount produced using either the number of months this Vehicle Extended Service Agreement was in force or the number of mouths, in thousands of miles or portion thereof, YOUR vehicle was driven prior to cancellation, less any authorized claim and administrative fee of one hundred dollars (\$100). If We terminate this Vehicle Extended Service Agreement, We will mail to You a written notice of termination at Your last known address as reflected in Our files at least fifteen (15) days prior to the effective date of the termination stating the effective date and reason for termination unless We are terminating the Vehicle Extended Service Agreement for nonpayment, material misrepresentation, or substantial breach of Your duties hereunder in which case We will not provide You with prior notice of termination.

South Carolina State Special Requirements: Service agreements shall require the provider to permit the holder to return the service agreement within twenty (20) days of the state of the service agreement was mailed to the holder or within ten (10) days of the delivery if the service agreement is delivered to the service agreement holder as the time of sale or within a longer time period permitted under the service agreement. In the event of a dispute with Us, You may contact the South Carolina Department of Insurance, Capitol Center, 1201 Main Street, Ste. 1000. Columbia, South Carolina 29201 or (800) 768-3467. This Agreement

is not an insurance agreement. 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 Vehicle Extended Service Agreement to Us.

Texas State Special Requirements: Notwithstanding any other definition, term, condition, limitation, exclusion, endorsement or other provision of this policy or any other insurance policy: (1) We shall reimburse or pay on behalf of the Insured (Provider) any covered amounts the Provider is legally obligated to pay or shall provide the service that the Provider is legally obligated to perform according to the Provider's contractual obligations under any insured service agreement issued, or sold by the Provider during the term of this policy; (2) If the covered service is not provided to a service agreement holder within 60 days of proof of loss, payment shall be made directly from Elite Group Inc to the service agreement holder or Elite Group Inc shall provide the required service; (3) if a refund is not paid to the service agreement holders account as required by statute 1304.1581 and statute 1304.159, Texas Occupations Code, Elite Group Inc, after receiving written notice, shall pay the refund amount directly to the service agreement holder; and (4) Elite Group Inc, may not cancel this policy until Elite Group Inc, delivers to the Provider and the executive director of the Texas Department of Licensing and Regulation a written notice of cancellation that complies with the notice requirements prescribed by Subchapters B and C, Chapter 551, Texas Insurance Code, for cancellation of an insurance policy under those subchapters, and cancellation of this policy does not affect Elite Group Inc, liability for service agreements issued by the Provider and insured under the policy before the effective date of the cancellation. For the purposes of this endorsement , an *insurance service agreement* shall mean any service agreement issued or sold by the Provider during the term of this policy, which shall be from the effective date of this policy until the effective date of cancellation of this policy. Any provision of this policy which limits in any way the Elite Group Inc., absolute obligation to reimburse or pay on behalf of the Provider any covered amounts or refunds the Provider is legally obligated to pay, or to provide any service that the Provider is legally obligated to provide or perform, under an insured service agreement, is hereby amended to conform in all respects to the Provider's obligations to the service agreement holder imposed by such service by such service agreement or by statute 1304.151 and 1304.152, Texas occupations Code. Further, in the event that any provision of this policy cannot be amended to conform to the service agreement, or statute 1304.151 and 1304.152 as specified herein, such provision in this policy shall not apply to the Elite Group Inc, absolute obligations to the service agreement holder, and the terms of the service agreement shall control the determination of the Elite Group Inc obligation to pay the service agreement holder, not the provisions of this policy. Neither the Provider's failure to comply with a term of this policy nor any definition, term, condition, limitation, exclusion, endorsement, or other provision of this policy or any other policy shall relieve Elite Group Inc, from those obligations imposed on the Provider in the service agreements issued or sold by the Provider during the term of this policy. Similarly, no defense related to this policy that otherwise would be available to Elite Group Inc., against the Provider, shall apply to or defeat the Elite Group Inc., obligations to pay or perform, on behalf of the Provider for the benefit of the service agreement holder, as specified in any insured service agreement.

You:

First & Last Name

Signature

Date