[redacted]
○ New ○ Pre-Owned

PORTFOLIO one

New Vehicles & Pre-Owned Vehicles

CUSTOMER

BUYER [redacted]

CO-BUYER [redacted]

ADDRESS [redacted]

CITY [redacted]

STATE [redacted]

ZIP [redacted]

EMAIL [redacted]

CELL PHONE [redacted]

ALTERNATE PHONE [redacted]

COVERED VEHICLE

YEAR [redacted]

MAKE [redacted]

MODEL [redacted]

VEHICLE IDENTIFICATION NUMBER [redacted]

IN-SERVICE DATE [redacted]

SELLING DEALER

DEALER NAME [redacted]

PHONE [redacted]

ADDRESS [redacted]

CITY [redacted]

STATE [redacted]

ZIP [redacted]

LIENHOLDER

LIENHOLDER NAME

PHONE

ADDRESS

CITY

STATE

ZIP

SERVICE CONTRACT INFORMATION

Coverage Plan: [redacted]

Supplemental Coverage: [redacted]

Term Months: [redacted]

Term Miles: [redacted]

Date of Sale: [redacted]

Current Mileage: [redacted]

Expiration Date: [redacted]

Expiration Mileage: [redacted]

Deductible: [redacted]

Contract Price: [redacted]

SAMPLE

I (Customer), whose signature appears below, acknowledge that the information contained above is true and correct. I have read the terms and conditions and understand and agree to all provisions herein.

[redacted] BUYER SIGNATURE

[redacted] DATE

[redacted] DEALER REPRESENTATIVE SIGNATURE

[redacted] DATE

CO-BUYER SIGNATURE

[redacted] DATE

[redacted] DEALER REPRESENTATIVE NAME

The purchase of this Service (Contract) is not required to purchase or obtain financing for the Vehicle.

If no Coverage Plan is listed above, Plan P: Powertrain Coverage will be in effect. If no Term Months or Term Miles are listed above, coverage will be in effect for 36 Months/50,000 miles, whichever occurs first. A $100.00 Deductible will apply unless otherwise listed above. Any modification, alteration or change to the preprinted terms and conditions of this Contract are invalid and of no force or effect. This Contract contains an arbitration provision which may affect Your legal rights, unless You live in a state that prohibits such provisions. Please review the arbitration provision as well as the State Provisions section for Your specific state (if Your state is included) to determine whether Your legal rights are affected.

THIS SERVICE CONTRACT IS NOT AN INSURANCE CONTRACT. IT IS AN AGREEMENT BETWEEN THE CUSTOMER (I, YOU, OR YOUR) AND THE PROVIDER (WE, US, OR OUR). ALL OBLIGATIONS AND LIABILITIES FOR REPAIRS COVERED BY THIS CONTRACT ARE THOSE OF THE PROVIDER. THE PROVIDER'S OBLIGATIONS ARE INSURED UNDER AN INSURANCE POLICY AS STATED IN THE OBLIGATIONS SECTION.

AUTHORIZATION IS REQUIRED PRIOR TO THE COMMENCEMENT OF ALL REPAIRS.

CLAIMS TOLL FREE – (833) 487-5446

ROADSIDE ASSISTANCE – (855) 215-1933

WHAT IS COVERED

Upon payment of the Deductible and before the Expiration Date and Expiration Mileage, all of which are listed on the front of this Contract, necessary mechanical repairs will be made without additional charge to You, subject to the Coverage Plan indicated on the front of this Contract. This Contract covers any failure to a covered component resulting from normal wear and tear**. All plans below expire on the Expiration Date and Expiration Mileage listed on the front of this Contract, whichever occurs first. Replacement of any part may be made with new parts, remanufactured parts, non-original manufacturer's parts, or with parts of like kind and quality at the time of breakdown.**

PLAN E: EXCLUSIONARY COVERAGE

Plan E includes repair/replacement of **ALL** factory-installed original mechanical equipment on the Covered Vehicle, subject to the items listed under "What Is Not Covered" herein.

PLAN EV: EXCLUSIONARY ELECTRIC/HYBRID VEHICLE COVERAGE

Plan EV includes repair/replacement of **ALL** factory-installed original mechanical equipment on the Electric/Hybrid Covered Vehicle, subject to the items listed under "What Is Not Covered" herein.

PLAN S: STATED COVERAGE

Plan S includes all components covered under Plan P, plus the following components, subject to the items listed under "What Is Not Covered" herein:

ENGINE COOLING SYSTEM: Fan, fan clutch, fan motor.
FACTORY AIR CONDITIONING: Condenser, compressor, clutch and pulley, evaporator, receiver dryer, accumulator, HVAC controller and module, seals & gaskets.
FRONT SUSPENSION: Struts; upper and lower control arms and shafts and bushings; upper and lower ball joints; stabilizer shaft; linkage and bushings; spindles and supports; wheel bearings.
STEERING: All internal lubricated parts; steering gear box, rack and pinion and all internal parts; power cylinder assembly, power steering pump, main and intermediate steering shafts and couplings; tie rods and tie rod ends; linkage; idler arm; pitman arm. Electric steering motor, electric cylinder assembly, rack and pinion with electric power assist. **Electric/Hybrid:** Electric power steering motor, electric power steering sensors, and electric power steering computer module.
FUEL SYSTEM: Fuel pump, fuel injection pump, fuel injectors, fuel rail, metal fuel delivery lines, nozzles and vacuum pump and vacuum assist booster.
FACTORY-INSTALLED NAVIGATIONAL SYSTEM: Display, controls, and all electrical components.
BRAKES: Master cylinder; vacuum and hydraulic power brake booster, wheel cylinders; hydraulic lines and fittings; disc calipers.
ELECTRICAL: Alternator, voltage regulator, voltage sensor, distributor, starter motor, starter drive and solenoid; electronic ignition module, wiring harnesses, manually operated switches, wiper motor, power window motor, sunroof motor. **Electric/Hybrid:** Inverter, generators, high voltage cables, electronic display monitor, integrated starter generator, generator assembly, inverter assembly and converter, engine power control module, motor generator, and seals & gaskets for listed components.
ELECTRONIC HIGH-TECH COMPONENTS: Level control compressor, sensors and limiter valve; pneumatic suspension pump, sensors and valves; fuel injection sensors and control module; ignition module; crank sensors; digital or analog instrument cluster; moisture control unit and sensors; anti-detonation sensors; manufacturer installed combination entry system; manufacturer installed anti-theft device; ABS (anti-locking braking system), electronic brake control module.
ELECTRICAL PLUS: All power motors and solenoids related to the electrical operations of antennas, door locks, power headlight motors, seat motors, mirrors, convertible tops, power trunk releases.

PLAN P: POWERTRAIN COVERAGE

Plan P includes the following components, subject to the items listed under "What Is Not Covered" herein:

ENGINE: All internal lubricated parts: bearings, pistons, piston pins and rings, valves, valve springs, valve spring retainers and rocker arms; timing chain or timing belt and tensioners, and rocker arms. Timing gear, oil pump, valve guides, followers, valve seats, rocker shafts, push rods, valve lifters, connecting rods, crankshaft and main bearings, camshaft, cam bearings and rocker bushings. Other parts: Water pump, engine mounts, engine cushions, exhaust manifold, intake manifold, front cover, harmonic balancers, flywheel (flexplate), flywheel ring gear, pulleys and eccentric shaft; seals & gaskets. Note: Engine block, cylinder head(s), cylinder sleeves, oil pan and valve cover's only if damage results from the failure of an internal lubricated part. **Turbo/Supercharger:** All internal lubricated parts contained within the turbo/supercharger housing, plus the charger housing only if damage results from the failure of an internal lubricated part. **Electric/Hybrid:** Electric motor/generator, power controller and all internal parts, drive motor dampener, motor/generator belt tensioner, three phase high voltage cables, internal fasteners, nickel-metal hydrate or lithium-ion propulsion battery, or individual cell(s) should there be a failure due to normal operation and charging standards which causes degradation and impacts the ability to hold adequate charge.
TRANSMISSION (Automatic or Manual): All internal lubricated parts; torque converter, pump, drums, reaction carrier, shafts, hubs, gears, shift rails and forks, internal linkage, and bearings. Transmission mounts, vacuum modulator; seals & gaskets. The transmission case, housing, and oil pan only if damage results from the failure of an internal lubricated part. **Electric/Hybrid:** Electronic transmission, powersplit device and all internal components, reduction/reducer box and all internal components, and internal fasteners.
TRANSFER CASE: All internal lubricated parts, plus the transfer case housing only if damage results from the failure of an internal lubricated part.
DRIVE AXLE ASSEMBLY (Front, Rear, 4WD or AWD): All internal lubricated parts contained within the drive axle housing; hub, axle and non-serviceable bearings, drive gears and clutches. Constant velocity joints, universal joints, axle shafts, drive shafts, seals & gaskets. The axle or transaxle housing only if damage results from the failure of an internal lubricated part. **Electric/Hybrid:** All parts contained within the hybrid transaxle.

PLAN EW & EWS: EXCLUSIONARY WRAP COVERAGE

Plan EW & Plan EWS include all components covered under Plan E or Plan EV ***except*** the components covered under Plan P, subject to the items listed under "What Is Not Covered" herein.

PLAN SW & SWS: STATED WRAP COVERAGE

Plan SW & Plan SWS include all components covered under Plan S ***except*** the components covered under Plan P, subject to the items listed under "What Is Not Covered" herein.

EMERGENCY ROADSIDE ASSISTANCE: The following "sign & drive" benefits are available throughout the United States and Canada, 24-hours a day, 365 days a year, up to a maximum benefit of $100 per occurrence. For prompt service, simply call (855) 215-1933 for any of these benefits: (1) Towing (for tire related incidents and mechanical breakdowns), (2) Jump Starts (weak or dead battery), (3) Tire Changes (with your inflated spare), (4) Fluid Delivery (cost of fluids extra), (5) Lockout Assistance (You pay the cost of the replacement keys), and (6) Concierge Service (emergency phone call support and assistance).
Exclusions: (a) cost of parts, replacement keys, fluids, lubricants, or fuel, cost of installation of products or material, accident related towing or other non-emergency service, (b) mounting or the removal of snow tires or chains, tire repair, winching, (c) trucks over one and a half tons capacity, taxicabs or other commercial vehicles, (d) any Vehicle in tow, (e) any and all taxes and fines, (f) services on a Vehicle that is not in a safe condition to be towed, (g) towing or service on roads not regularly maintained such as sand beaches, open fields, forests, and areas designed as not passable due to law, (h) towing at the direction of law enforcement relating to traffic obstruction, impoundment, abandonment, illegal parking, or other violations of law, (i) repeated service calls for a covered Vehicle in need of routine maintenance or repair, (j) any service available under valid manufacturer's warranty, (k) damage or disablement due to fire or vandalism, (l) service obtained outside of this Emergency Roadside Assistance coverage. This is not a reimbursement program. Services are not available in areas where state providers are exclusively utilized (e.g., state toll roads).

SAMPLE

SUPPLEMENTAL COVERAGE

The below coverages apply only if purchased and listed as Supplemental Coverage on the front of this Contract.

1. COMMERCIAL USE: When the Commercial Use Supplemental Coverage has been purchased and is listed on the front of this Contract, We will pay for covered breakdowns to Your Vehicle when Your Vehicle is used for Permitted Commercial Purposes. Permitted Commercial Purposes shall include, but are not limited to: vehicles used by a single driver for sales/services (e.g., real estate, cleaning services, home health/aide care services and gardening) or light duty contracting (e.g., electrician, carpenter, and plumber).

2. RIDESHARE: When the Rideshare Supplemental Coverage has been purchased and is listed on the front of this Contract, We will pay for covered breakdowns to Your Vehicle when Your Vehicle is used for ridesharing (e.g., Uber, Lyft) purposes.

3. LIFT KIT: When the Lift Kit Supplemental Coverage has been purchased and is listed on the front of this Contract, We will pay for covered breakdowns to Your Vehicle when Your Vehicle is equipped with a lift kit not to exceed 6 inches. If the lift kit includes oversize wheels and/or tires, overall width may not exceed 6 inches from original manufacturer tire width and overall height may not exceed 6 inches from original manufacturer tire height. The lift kit itself, all of its assembly and any aftermarket and/or manufacturer or dealer installed lift kit accessories and/or equipment are not covered.

4. MOBILITY EQUIPMENT: When the Mobility Equipment Supplemental Coverage has been purchased and is listed on the front of this Contract, coverage will be extended to the following parts and components, unless the alterations made to accommodate the equipment fall outside manufacturer's specifications and tolerances: chair lift motors and assemblies, electric/hydraulic ramp controls and assemblies, adjustable seating mechanisms, adjustable pedal and steering control mechanisms, and hoist and swing-arm mechanisms.

5. SNOWPLOW: When the Snowplow Supplemental Coverage has been purchased and is listed on the front of this Contract, coverage will be extended to Your Vehicle that is equipped with a snowplow package, including snowplow prep package. The snowplow itself, all of its assembly and any aftermarket and/or manufacturer or dealer installed snowplow accessories and/or equipment are not covered. The Vehicle must be used for personal use only.

ADDITIONAL BENEFITS

The below benefits are included with all Coverage Plans.

1. TOWING ASSISTANCE REIMBURSEMENT: In the event towing becomes necessary due to a covered breakdown, We will reimburse you for actual towing costs, not payable by insurance, up to $100 per occurrence. Towing Assistance includes towing Your Vehicle to the Selling Dealer listed on the front of this Contract if within 40 miles of the Selling Dealer, or the nearest licensed repair facility if Your Vehicle is more than 40 miles from the Selling Dealer. Valid receipts are required for reimbursement.

2. TRIP INTERRUPTION REIMBURSEMENT: When a covered breakdown disables Your Vehicle and the covered repairs are completed more than 100 miles away from Your residence, We will reimburse You for lodging and meal expenses You incur between the date of the covered breakdown and the date on which the covered repairs are completed. **You will be reimbursed for actual lodging and meal expenses, up to $250 per day, not to exceed a 3-day maximum of $750. In the event covered repairs take longer than 3 days, We will reimburse You up to $250 per person, not to exceed $1,000, for receipted airfare or alternate travel expenses.** Valid receipts are required for reimbursement. You must call (833) 487-5446 (Claims Service Office) prior to receiving this benefit.

3. SUBSTITUTE TRANSPORTATION REIMBURSEMENT: In the event of a covered breakdown, You may be eligible for reimbursement of actual rental vehicle or rideshare service expenses incurred while Your Vehicle is undergoing repair. **We will pay the actual expenses up to $50 per day, for a maximum of 5 days, plus 2-days parts delay, if needed, not to exceed $350 per occurrence.** To qualify for reimbursement, Your Vehicle must be inoperable and undergoing repair. Rental vehicles must be rented from the Selling Dealer, repair facility, or a licensed rental agency. Reimbursement shall not continue beyond the day which repairs are completed, You are notified of completion, and Your Vehicle is operable. Valid rental agency or rideshare service receipts will be required for reimbursement. You must call (833) 487-5446 (Claims Service Office) prior to receiving this benefit.

4. REDUCED DEDUCTIBLE AT SELLING DEALER: When repairs due to a covered breakdown are performed at the Selling Dealer listed on the front of this Agreement, Your Deductible will be reduced by $50. This does not apply if You have a $0 deductible.

5. MANUFACTURER TELEMATIC SUBSCRIPTION SERVICE REIMBURSEMENT: In the event Your Vehicle requires a subscription to access remote vehicle features, including, but not limited to, lock, unlock, summon, and remote start, We will reimburse You on an annual basis for the associated subscription fees. **We will reimburse You for the actual subscription cost up to $20 per month, not to exceed $240 per year**. Valid receipts are required for reimbursement. Subscription services for mobile hotspot, gaming, and content streaming do not qualify for this benefit.

HOW TO FILE A CLAIM

If Your Vehicle is within 40 miles of the Selling Dealer, You must deliver Your Vehicle to the Selling Dealer at the address shown on the front of this Contract. If Your Vehicle is more than 40 miles from the Selling Dealer, call the Claims Service Office at (833) 487-5446 for instructions before You deliver Your Vehicle to a licensed repair facility. To assure coverage under the terms of this Contract, authorization must be obtained from the Provider prior to teardown or repair.

Emergency Repairs: If emergency repairs covered by this Contract are required outside of normal business hours (i.e., weekend or holiday) You should deliver Your Vehicle to a licensed repair facility and have the necessary repairs performed on Your Vehicle at a reasonable and customary charge. To obtain reimbursement for emergency repairs covered by this Contract, You must report the repairs on the next business day, or as soon as reasonably possible, by calling the Claims Service Office at (833) 487-5446. Emergency repairs are defined to be repairs which, if not performed to Your Vehicle, would impair the future operation of Your Vehicle.

WHAT IS NOT COVERED

Any items not listed under the "What Is Covered" section of the specific plan You selected on the front of this Contract. Incidental or consequential damages or loss caused by breakdown of components (or otherwise), including property damage, personal injury, inconvenience, loss of Your Vehicle use, damage to a covered part by a non-covered part and damage to a non-covered part by a covered part. Repairs covered by any manufacturer's warranty or manufacturer's emissions warranty on Your Vehicle (whether transferred with Your Vehicle or not), manufacturer's recall or factory bulletins, breakdowns of components caused by a defect the manufacturer has publicly announced it would correct, but which You failed to have corrected. If Your Vehicle was not certified for sale within the United States at the time of manufacture, if Your Vehicle has been salvaged, if Your Vehicle's title has been branded, or if Your Vehicle has been declared a total loss. Coverage under this Contract does not apply if Your Vehicle: a) Has been used for Prohibited Commercial Purposes, at any time while owned by You. Prohibited Commercial Purposes include, but are not limited to, hauling, construction work, principal off-road use, pickup and/or delivery service, daily rentals, carrying passengers for hire (taxi, limousine or shuttle services), rideshare (i.e. Uber, Lyft) unless You purchased the Rideshare Supplemental Coverage as indicated on the front of this Contract, towing or road service operations, government/military use, law enforcement, fire, ambulance or other emergency services, company pool use, or business travel when the Vehicle is used by more than one driver. If the Commercial Use Supplemental Coverage has been purchased, Your Vehicle may be used for Permitted Commercial Purposes. b) Has been used for plowing snow if not otherwise equipped to plow snow by the manufacturer or is equipped in a condition or manner which exceeds the manufacturer's recommendations for Your Vehicle. If the Snowplow Supplemental Coverage is purchased and Your Vehicle is used for personal use snow plowing, We will pay for covered breakdowns even though Your Vehicle was modified by adding a snowplow package. c) Has been used for competitive driving, racing, or towing a trailer whose weight exceeds the manufacturer's recommendations for Your Vehicle. d) Has been used for hire to public, or to transport people for hire. e) Has been used for municipal or professional emergency or police services.

Pre-Existing conditions are not covered (all parts covered under this Contract must be functioning properly and not in need of repair on the Date of Sale listed on the front of this Contract). Additionally, coverage under this Contract does not apply to the following: Repairs required because of collision, abuse, overheating or operation without proper lubrication or coolant, road conditions, misuse, negligence, alterations, racing, accidents, fires, floods, riots, acts of God, vandalism, upset, theft, lack of reasonable and proper maintenance, abuse through towing or improper load capacity, abuse through continued operation of Your Vehicle while impaired, or any other losses normally covered by casualty insurance, any repairs to modified parts or components, any alterations made by You that cause Your Vehicle to be out of compliance with the manufacturer's specifications, any repairs to a Vehicle whose odometer has been stopped or tampered with while owned by You and misrepresents the Vehicle's mileage, oil consumption, loss of compression, and/or gradual

SAMPLE

reduction in operating performance due to failure of a covered part or parts, repairs beyond those required to correct the covered failure, repairs of components that were not factory installed or were not installed by the Selling Dealer prior to the sale of the Vehicle repair of valves, pistons, or piston rings for the sole purpose of improving engine performance, compression, or oil consumption, when no failure has occurred, all fluids, lubricants, coolants and refrigerants except in conjunction with a covered repair, shop supplies and hazardous waste fees, repairs, retrofits, or replacement of components made solely to meet or maintain governmental emission standards, any manufacturer's required maintenance, damage caused by Your failure to take, or cause to be taken, reasonable precautions to prevent further damage when an apparent problem exists, diagnostic fees for non-covered repairs and non-emergency repairs performed without the Provider's approval, and repairs made outside of the United States, its territories and possessions, and Canada unless You obtain a written waiver from the Selling Dealer.

MECHANICAL: The following items are not covered: Refrigerant, coolant, and fluids unless required for a covered repair, service adjustments/cleaning, throttle body assembly (except injectors), contaminated fuel, fluids, and filters, air conditioning recharge, bolts and fasteners, belts, dust boots, dust seals, hoses, brakes (front hubs, drums, shoes, lining, disc rotors, and pads), exhaust system (including catalytic converter), filters, lights (bulbs, sealed beam, and lenses), lubricants, manual clutch, pressure plate, throw-out bearings, clutch master or slave cylinders, manual clutch disc, strut inserts, shock absorbers, spark/glow plugs and wires, squeaks and rattles, rust, tires, tune-ups, wheel balancing, wheel alignment, wheel studs, wiper blades, shop supplies, hazardous waste removal, repairs due to water intrusion, corrosion or carbon buildup, repairs, retrofit, or replacement of any components caused by or due to compliance with any law or legislation including the Clean Air Act, all batteries (except electric/hybrid nickel-metal hydrate or lithium-ion propulsion batteries), battery cables, battery mounting hardware, or electric/hybrid propulsion battery cell degradation that has not exceeded the lessor of the manufacturer's stated capacity allowance or 70% capacity.

EXTERIOR: The following items are not covered: Service adjustments (glass and body parts), bright metal, bumpers, body panels, handles, door handles, hinges, glass, moldings, outside ornamentation, convertible or vinyl tops, paint, rust, sheet metal, sideview mirrors (glass and housing), air and water leaks, weatherstrip, wheel covers/ornaments, wind noise repairs due to water intrusion or corrosion, physical damage, alignment, or bumper and body parts.

INTERIOR: The following items are not covered: Buttons, carpet, dash pad, door and window handles, handles, knobs, rearview mirror (glass and housing), trim, upholstery, repairs due to water intrusion or corrosion, all non-factory-installed items and equipment, such as, but not limited to, radios, tape players, compact disc players, audio systems, DVD players, graphic equalizers, speakers, cellular telephones, theft deterrent systems, radar detectors, navigation systems, heads-up display system, information display system, and related components, or Mobility Equipment, unless You purchased the Mobility Equipment Supplemental Coverage.

LIMITS OF LIABILITY: The total of all benefits paid or payable under this Contract shall not exceed the actual cash value of the Vehicle as determined by the most current National Auto Dealers Association (NADA) Vehicle Value Guide at the time of sale. The total benefits payable for any single repair or replacement shall not exceed the actual cash value of the Vehicle as determined by the most current NADA Vehicle Value Guide immediately prior to the Breakdown.

MAINTENANCE RESPONSIBILITIES: If You fail to perform the manufacturer's recommended maintenance, such as oil changes and other periodic services, and Your failure results in a breakdown, this will result in loss of Your coverage under this Contract. Maintenance records from Your Vehicle's Date of Sale, supported by receipts indicating dates, mileage and services performed, must be kept by You or a subsequent owner of this Contract and made available to the Selling Dealer or repair facility upon request.

CANCELLATION: This Contract may be cancelled at any time. You may cancel this Contract by submitting a written request to the Selling Dealer or by contacting the Administrator at (800) 335-8769 and providing the following information: Your Contract number, VIN, and the make, model, and current mileage of Your Vehicle. The Provider may cancel this Contract for (1) nonpayment of the provider fee, (2) material misrepresentation by You to the Provider, or (3) a substantial breach of duties by You relating to the Vehicle or its use. If this Contract is cancelled within 60 days of the Date of Sale, a full refund of the Contract Purchase Price will be paid, less the amount of any claims paid or pending. If this Contract is cancelled after 60 days of the Date of Sale, a pro rata refund of the Contract Purchase Price based off the greater of the days in force or the miles driven according to the term of the plan selected and the date coverage begins, less the amount of any claims paid or pending, and less the Cancellation Fee will be paid. A like refund will be paid for termination of this Contract if Your Vehicle is declared a total loss or repossessed. All refunds will be paid to the Lienholder, if any, otherwise to You. No Cancellation Fee will be imposed if the Provider cancels this Contract. If cancelled by You or the lienholder, Your refund will be paid within 30 days from the date the Administrator or Selling Dealer receives notice of the request to cancel or sooner if required by state law. If cancelled by the Provider, Your refund will be paid within 45 days from the effective date of cancellation or sooner if required by state law. In the event this Contract is properly transferred to an individual person purchasing Your Vehicle, this Contract may be cancelled by the new owner in accordance with this section. **CANCELLATION FEE:** The Cancellation Fee is $50.

TRANSFER: In the event You sell Your Vehicle, this Contract shall terminate unless properly transferred to an individual person in accordance with this section. To transfer this Contract; submit immediately (within 15 days of the change in ownership) to the Selling Dealer in writing, along with the transfer fee of $50, the following: The Contract number, Your Vehicle identification number, mileage, make and model of Your Vehicle, Date of Sale of Your Vehicle, and the name and address of both You and the new owner of Your Vehicle. This Contract may not be assigned separately from Your Vehicle, nor can it be assigned to a new or used vehicle dealership or anyone other than an individual person purchasing Your Vehicle. Copies of maintenance records must be obtained from You by the new owner of Your Vehicle to assure transfer of the manufacturer's warranty. In the event this Contract is properly transferred to an individual person purchasing Your Vehicle in accordance with the terms and conditions above, this Contract may not be transferred by the new owner of Your Vehicle to any subsequent owner under any circumstance.

DISPUTES REGARDING YOUR CONTRACT: YOU AND WE ARE AGREEING TO GIVE UP ANY RIGHTS TO LITIGATE CLAIMS IN A COURT OR BEFORE A JURY, OR TO PARTICIPATE IN A CLASS ACTION OR REPRESENTATIVE ACTION WITH RESPECT TO A CLAIM. OTHER RIGHTS THAT YOU WOULD HAVE IF YOU WENT TO COURT MAY ALSO BE UNAVAILABLE OR MAY BE LIMITED IN ARBITRATION. ANY CLAIM, DISPUTE OR CONTROVERSY (WHETHER IN CONTRACT, TORT OR OTHERWISE, WHETHER PRE-EXISTING, PRESENT OR FUTURE, AND INCLUDING STATUTORY, CONSUMER PROTECTION, COMMON LAW, INTENTIONAL TORT, INJUNCTIVE AND EQUITABLE CLAIMS) BETWEEN YOU AND US ARISING FROM OR RELATING IN ANY WAY TO THIS CONTRACT, WILL BE RESOLVED EXCLUSIVELY AND FINALLY BY BINDING ARBITRATION. The arbitration will be administered by the American Arbitration Association ("AAA") in accordance with the Consumer Arbitration Rules ("AAA Rules") then in effect, except as modified by this Section. (The AAA Rules are available at www.adr.org/Rules.) The Federal Arbitration Act will govern the interpretation and enforcement of this section. The arbitrator will have exclusive authority to resolve any dispute relating to arbitrability and/or enforceability of this arbitration provision, including any unconscionability challenge or any other challenge that the arbitration provision or the Contract is void, voidable or otherwise invalid. The arbitrator will be empowered to grant whatever relief would be available in court under law or in equity. Any award of the arbitrator(s) will be final and binding on each of the parties and may be entered as a judgment in any court of competent jurisdiction. If You prevail on any claim that affords the prevailing party attorneys' fees, the arbitrator may award reasonable fees to You under the standards for fee shifting provided by law. You agree to arbitration on an individual basis. In any dispute, **NEITHER YOU NOR WE WILL BE ENTITLED TO JOIN OR CONSOLIDATE CLAIMS BY OR AGAINST OTHER CUSTOMERS IN COURT OR IN ARBITRATION OR OTHERWISE PARTICIPATE IN ANY CLAIM AS A CLASS REPRESENTATIVE, CLASS MEMBER, OR IN A PRIVATE ATTORNEY GENERAL CAPACITY.** The arbitral tribunal may not consolidate more than one person's claims and may not otherwise preside over any form of a representative or class proceeding. The arbitral tribunal has no power to consider the enforceability of this class arbitration waiver and any challenge to the class arbitration waiver may only be raised in a court of competent jurisdiction. If any provision of this arbitration agreement is found unenforceable, the unenforceable provision will be severed, and the remaining arbitration terms will be enforced.

PROVIDER/OBLIGOR/ADMINISTRATOR: The Provider/Obligor/We/Us/Our is Plateau Service Company, 2701 N. Main Street, Crossville, TN 38555 (888) 398-3632. The Administrator is Portfolio Services Limited, Inc., 14651 Dallas Parkway, Suite 502, Dallas, TX 75254; (833) 487-5446.

RESPONSIBILITY FOR BENEFITS: The Selling Dealer agrees to submit all applicable sums on Your behalf to the Provider, and the Provider will be primarily liable to You for the payment of valid claims under this Contract. This Contract contains the complete Contract between the parties and is not valid unless signed by both You

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and an authorized representative of the Provider. This Contract will terminate when You sell Your Vehicle unless transferred as provided in the Transfer section or when this Contract is cancelled as outlined within the Cancellation Section.

OBLIGATIONS: This Contract is not an insurance contract. The Provider's obligations under this Contract are insured under a contractual liability insurance policy issued by Plateau Casualty Insurance Company, 2701 N. Main Street, Crossville, Tennessee 38555. In the event the Provider ceases to operate, is bankrupt or otherwise financially impaired or Your claim or cancellation refund is not paid within 60 days after proof of loss has been filed, You may file a direct claim with Plateau Casualty Insurance Company. To do so, please call the following toll-free number for instructions: (800) 752-8328.

STATE PROVISIONS:

CALIFORNIA: The Additional Benefits section is amended to remove the Manufacturer Telematic Subscription Reimbursement coverage in this state. Concierge Service benefits, and any references to it, are removed from this contract. The How to File a Claim section is amended as follows: Any reference to 40 miles is deleted and replaced with 20 miles. The Provider/Obligor/Administrator section is amended as follows: The Provider/Obligor/We/Us/Our is Plateau Service Company dba Plateau Service Company of Tennessee, 2701 N. Main Street, Crossville, TN 38555, (888) 398-3632, License #6001067. The Obligations section is amended as follows: Performance to You under this Contract is guaranteed by Plateau Casualty Insurance Company, 2701 N. Main Street, Crossville, Tennessee 38555, which is a California approved insurance company. You may file a claim with Plateau Casualty Insurance Company by calling (800) 752-8328 if any promise made in this Contract has been denied or has not been honored within 60 days after Your request. If You are not satisfied with Plateau Casualty Insurance Company's response, You may contact the California Department of Insurance at (800) 927-4357, or www.insurance.ca.gov. The Cancellation section is deleted in its entirety and replaced with the following: This Contract may be cancelled at any time. You may cancel this Contract by submitting a written request to the Selling Dealer or by contacting the Administrator at (800) 335-8769 and providing the following information: Your Contract number, VIN, and the make, model, and current mileage of Your Vehicle. If this Contract is cancelled within 60 days of the Date of Sale, a full refund of the Contract Purchase Price will be paid, less the amount of any claims paid or pending. If this Contract is cancelled after 60 days of the Date of Sale, a pro rata refund of the Contract Purchase Price based off the greater of the days in force or the miles driven according to the term of the plan selected and the date coverage begins, less a cancellation fee of $25 or 10% of the contract purchase price, whichever is less. A like refund will be paid for termination of this Contract if Your Vehicle is declared a total loss or repossessed. All refunds will be paid to the Lienholder, if any, or to You if the loan balance is paid in full. If cancelled by You or by the Obligor for non-payment, Your refund will be paid within 30 days from the date the Administrator or Selling Dealer receives notice of the request to cancel or sooner if required by state law. If cancelled by the Provider, Your refund will be paid within 45 days from the effective date of cancellation or sooner if required by state law. The Provider may cancel this Contract within the first 60 days provided a notice of cancellation, which will state the specific nature for cancellation, is mailed to You postmarked before the 61st day after the sale date. The Contract will then cease to be valid no less than 5 days after the postmark date of notice and a full refund of the purchase price will be paid. If a Provider pays a claim or has advised You in writing that a claim will be paid, then the Provider may deduct the amount of any claims paid prior to Provider cancellation during the first 60 days. The Provider may at any time cancel this Contract if there has been material misrepresentation or fraud at the time of sale or during the Contract term. If cancelled by the Provider for these reasons, notice of cancellation, which will state the specific nature for cancellation, will be mailed to You. If cancelled for these reasons during the first 60 days, You will receive a full refund of the purchase price. If cancelled for these reasons after the first 60 days or if the Provider has paid a claim or has advised You in writing that a claim will be paid during that period, a pro-rata refund based off the greater of the days in force or the miles driven according to the term of the plan selected and the date coverage begins will be paid less any claims paid. All refunds for Provider cancellations will be paid within 30 days from the effective date of cancellation. If the Provider cancels the Contract, the Provider will remain liable for any claim that is reported and covered under this Contract, so long as the claim is reported by You prior to the effective date of cancellation. You are deemed to have reported a claim if You completed the first step under the How to File a Claim section. The Provider will not cancel this Contract for a substantial breach of duties by You relating to the Vehicle or its use. The Disputes Regarding Your Contract section is deleted and replaced with the following: Read the following arbitration provision carefully. It limits certain of Your rights, including Your right to obtain relief or damages through court action. To begin Arbitration, either You or We must make a written demand to the other party for arbitration. California Code of Civil Procedure § 1280, et seq., will govern and no federal, local, or other arbitration law will apply. YOU AGREE AND UNDERSTAND THAT this arbitration provision means that You give up Your right to go to court on any claim covered by this provision. You also agree that any arbitration proceeding will only consider Your Claims. Claims by, or on behalf of, other individuals will not be arbitrated in any proceeding that is considering Your Claims. In the event this Arbitration provision is not approved by the appropriate state regulatory agency, and/or is stricken, severed, or otherwise deemed unenforceable by a court of competent jurisdiction, You and We specifically agree to waive and forever give up the right to a trial by jury. Instead, in the event any litigation arises between You and Us, any such lawsuit will be tried before a judge, and a jury will not be impaneled or struck.

NEW YORK: The Provider/Obligor/Administrator section is amended as follows: The Provider/Obligor is Plateau Service Company, P.O. Box 7001, Crossville, TN 38557, (888) 398-3632. The Cancellation section is amended as follows: If We do not provide an applicable cancellation refund within 30 days of cancellation, then We will pay You a 10% penalty per month. If We cancel this Contract for any reason other than non-payment of the purchase price, a material misrepresentation made by You, or a substantial breach of duties by You relating to the Vehicle or its use, We will mail You a written notice of cancellation at least 15 days prior to the cancellation date stating the cancellation date and reason for cancellation. The Obligations section is deleted and replaced with the following: **OBLIGATIONS:** This Contract is not an insurance contract. The Provider's obligations under this Contract are insured under a contractual liability insurance policy issued by Old Republic Insurance Company, 631 Excel Drive Suite 200, Mt. Pleasant, Pennsylvania 15666. In the event the Provider ceases to operate, is bankrupt or otherwise financially impaired or Your claim or cancellation refund is not paid within 60 days after proof of loss has been filed, You may file a direct claim with Old Republic Insurance Company. To do so, please call the following toll-free number for instructions: (724) 834-5000.

WASHINGTON: In addition to the representations made by me on the first page of this Contract, by initialing the blanks below, I further represent and acknowledge that I have read and am familiar with the following aspects of this Contract.

_____ 1. The material conditions that I must meet, including but not limited to, maintenance, to maintain Coverage under this Contract as provided in the How to File a Claim and Maintenance Responsibilities sections of this Contract.

_____ 2. The work and parts covered under this Contract as provided in the What Is Covered section of this Contract.

_____ 3. The time and mileage restrictions provided in the Service Contract Information section of this Contract.

_____ 4. That the implied warranty of merchantability on the Vehicle is not waived if this Contract is received within 90 days of the purchase date of the Vehicle from a provider who also sold the Vehicle covered by this Contract.

_____ 5. The exclusions listed in the What Is Not Covered section of this Contract.

_____ 6. The right to return this Contract for a refund pursuant to the terms of this Contract as provided in the Cancellation section of this Contract.

The following Definitions are supplemented into this Contract:

- Administrator: Portfolio Services Limited, Inc., 14651 Dallas Parkway, Suite 502, Dallas, TX 75254. The telephone number is (833) 487-5446.
- Provider Fee / Vehicle Purchase Price: The consideration paid by the Contract Holder for this Contract.
- Reimbursement Insurance Policy: The policy of insurance issued by Plateau Casualty Insurance Company to the Provider.
- Service Contract or Contract: This Contract, which You have purchased for the Vehicle identified on the first page.
- Vehicle: means any vehicle subject to registration under Chapter 46.16 RWC described on the first page that is covered under this Contract.
- We, Us, Our, and Provider: Plateau Service Company, 2701 N. Main Street, Crossville, TN 38555, (888) 398-3632, who is contractually obligated to the Service Contract Holder under the terms of this Contract.
- You, Your, and Service Contract Holder: The person who is the purchaser or holder of the Contract as shown on the first page.

The Maintenance Responsibilities section is deleted and replaced with the following: **If You fail to perform the manufacturer's recommended maintenance, such as oil changes and other periodic services, and Your failure results in a breakdown of the covered component, this will result in loss of Your coverage under this Contract of the covered component. Maintenance records from Your Vehicle's Date of Sale, supported by receipts indicating dates, mileage and services performed, must be kept by You or a subsequent owner of this Contract and made available to the Selling Dealer or repair facility upon request.**

SAMPLE

The Cancellation section is deleted and replaced with the following: You may cancel this Contract at any time, including when a loss of the Vehicle occurs or when You sell the Vehicle without transferring this Contract to the purchaser. To cancel, You must submit a written request to the dealer that sold You the Vehicle or directly to Us. If You cancel this Contract within the first 60 days, and no Claims have been filed, then We will refund the entire purchase price. If You cancel this Contract after the first 60 days, then We will refund the unearned purchase price to You calculated on a pro-rata basis, and the refund will be equal to the amount produced using the number of days the Contract was in force prior to cancellation, less a $25 cancellation fee. If We do not provide an applicable cancellation refund within 30 days of cancellation, then We will pay You a 10% penalty per month. If cancelled by You or the lienholder, Your refund will be paid within 30 days from the date the Provider or the Selling Dealership receives notice of the request to cancel or sooner if required by state law. We only have 60 days from the date of the sale of the contract to You to determine whether or not the Vehicle qualifies for the program. After 60 days, the Vehicle qualifies for the issued Contract, and We may not cancel the contract and are fully obligated under the terms of the Contract sold to You. If We cancel, We shall mail a written notice of cancellation to the last known address of the holder at least 21 days prior to the cancellation stating the effective date of the cancellation and the reason for the cancellation. If We cancel this Contract within the first 60 days, a full refund less any benefits pending or provided will be paid. If We cancel this Contract, Your refund will be paid within 45 days from the effective date of cancellation or sooner if required by state law. If We cancel this Contract for any reason, We will not charge a cancellation fee. All refunds will be paid to the Lienholder, if any, otherwise to You.
The Disputes Regarding Your Contract section is deleted and replaced with the following:

BINDING ARBITRATION PROVISION

Read the following arbitration provision carefully. It limits certain rights, including Your right to obtain relief or damages through court action.
To begin binding Arbitration, either You or We must make a written demand to the other party for Arbitration. The Arbitration will take place before a single arbitrator. It will be administered in keeping with the Expedited Procedures of the Commercial Arbitration Rules ("Rules") of the American Arbitration Association ("AAA") in effect when the Claim is filed. You may get a copy of these AAA's Rules by contacting AAA at 1633 Broadway, 10th Floor, New York, NY 10019, calling (800) 778-7879 or visiting www.adr.org. The filing fees to begin and carry out arbitration will be shared equally between You and Us. This does not prohibit the arbitrator from giving the winning party their fees and expenses of the arbitration. Unless You and We agree otherwise, the arbitration will take place in the county and state in which You maintain Your permanent residence. The Federal Arbitration Act, 9 U.S.C. § 1, et seq., will govern and no state, local or other arbitration law will apply. **You agree and understand that this arbitration provision means that You give up Your right to go to court on any claim covered by this provision. You** also agree that any arbitration proceeding will only consider Your claims. Claims by, or on behalf of, other individuals will not be arbitrated in any proceeding that is considering Your claims. In the event this Arbitration provision is not approved by the appropriate state regulatory agency, and/or is stricken, severed, or otherwise deemed unenforceable by a court of competent jurisdiction, You and We specifically agree that any civil action relating to Your claim must be brought in the federal or state courts of competent jurisdiction within the State of Washington. The decision of the arbitrator shall be binding on You and Us and may be enforced in any court of competent jurisdiction within the State of Washington. Nothing in the Disputes Regarding Your Contract section invalidates Washington State law(s) which would otherwise be applicable to any arbitration proceeding arising from this Contract. Any arbitration will be held in the county in which You maintain Your permanent residence.
The Obligations section is deleted and replaced with the following: Our performance under this Contract is insured separately by an insurance policy issued to us by Plateau Casualty Insurance Company. If repairs have not been performed or if a verified claim for reimbursement for authorized service performed by a repairer has not been paid at any time, You may contact the insurance company directly at any time. Plateau Casualty Insurance Company, Policy No. 10048-WA, 2701 N. Main Street, Crossville, Tennessee 38555, (800) 752-8328.

The Obligations section is deleted and replaced with the following: Our performance under this Contract is insured separately by an insurance policy issued to us by Plateau Casualty Insurance Company. If repairs have not been performed or if a verified claim for reimbursement for authorized service performed by a repairer has not been paid at any time, You may contact the insurance company directly at any time. Plateau Casualty Insurance Company, Policy No. 10048-WA, 2701 N. Main Street, Crossville, Tennessee 38555, (800) 752-8328.

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