

Bundle Service Contract

This agreement describes the coverage You will have under Your Bundle Service Contract (hereafter referred to as "Service Contract"), according to the package You selected. Refer to the applicable sections below listed under the package you selected.

In return for payment by You of the Service Contract Purchase Price and subject to all the terms of this Service Contract, We agree with You as follows:

24-HOUR ROADSIDE ASSISTANCE

Roadside Assistance is available twenty-four (24) hours a day/three hundred sixty-five (365) days a year anywhere in the United States (including Alaska and Hawaii) and Canada. **For Roadside Assistance, You must call 1-800-201-0869.**

Your coverage begins on the **Effective Date** and terminates on the expiration date of Your agreement shown on shown on Page 1. A service provider will be dispatched for the following roadside services. In the event a technician is not available in Your area, You will be provided with an authorization number and will be reimbursed for the reasonable **Cost** of services provided. All other terms and conditions apply. Covered services are limited to a **maximum amount of one hundred dollars (\$100) per occurrence.**

- Towing Assistance – When towing is necessary, the **Vehicle** will be towed to the nearest qualified **Repair Facility** or to another location requested by the driver of the **Vehicle**.
- Flat Tire Assistance – Service consists of the removal of the **Vehicle's** flat tire and its replacement with the spare tire located with the **Vehicle**, or the servicer will drive **You** to the closest tire store for repair.
- Fuel, Oil, Fluid and Water Delivery Service – An emergency supply of fuel (3 gallons), oil, fluid, and water will be delivered if the **Vehicle** is in immediate need. **You** must pay for the fuel or other fluid when it is delivered.
- Lock-Out Assistance – If **Your** keys are locked inside the **Vehicle**, assistance will be provided to gain entry into the **Vehicle**.
- Battery Assistance – If battery failure occurs, a jump start will be provided to start **Your Vehicle**.

In the event **Your Vehicle** is disabled, a service vehicle will be dispatched to **Your** location to assist. **Important:** Please be with **Your Vehicle** when the service provider arrives, unless it is unsafe to remain with the **Vehicle**, as the service provider cannot service an unattended **Vehicle**. In the event that service is not obtainable, **You** will receive an authorization number to request a reimbursement of payment **You** paid to a third party subject to **Your** plan benefit and coverage limits. **You** must first receive authorization to obtain independent services. **Reimbursement for services received independently, without prior authorization by Us will be denied.** **You** must provide proof of payment to the third-party which can be verified.

The following items are not included as part of the Roadside Assistance benefit:

- Coverage shall not be provided in the event of emergencies resulting from the use of intoxicants or narcotics, or the use of the **Vehicle** in the commission of a felony;
- Cost of parts, replacement keys, fluids, lubricants, fuel, material, additional labor relating to towing, or the cost of installation of products;
- Non-emergency towing or other non-emergency service;
- Non-emergency mounting or removing of snow tires or chains;
- Shoveling snow from around a **Vehicle**, tire repair, extrication or winching, motorcycles, trucks over one-and- a-half-ton capacity;
- Antique vehicles (meaning vehicles over twenty (20) years old or out of manufacture for ten (10) years or more), taxicabs, limousines, or other commercial vehicles, recreational vehicles (RVs), camping trailers, travel trailers, or any vehicles in tow;
- Any and all taxes or fines;
- Damage or disablement due to collision, fire, flood or vandalism;
- Towing from or repair work performed at a service station, garage or repair shop; towing by a non-licensed service provider or garage; vehicle storage charges; a second tow for the same disablement; Service on a **Vehicle** that is not in a safe condition to be towed or serviced or that may result in damage to the **Vehicle** if towed or serviced. Towing or service on roads not regularly maintained, such as sand beaches, open fields, forests, and areas designated as not passable due to construction, etc.; towing at the direction of a law enforcement officer relating to traffic obstruction, impoundment, abandonment, illegal parking, or other violations of law;
- Repeated service calls for a **Vehicle** in need of routine maintenance or repair;
- Services received independently without prior authorization from Us. Only one (1) disablement for the same service type during any seven (7) day period will be accepted.

THIS IS NOT A ROADSIDE ASSISTANCE REIMBURSEMENT SERVICE.

A service provider will be dispatched for the above roadside services. In the event a technician is not available in **Your** area, **You** will be provided with an authorization number and will be reimbursed for the reasonable **Cost** of services provided. All other terms and conditions apply. Covered services are limited to a **maximum amount of one hundred dollars (\$100) per occurrence.**

TIRE & WHEEL WITH COSMETIC AND CURB

When **You** choose a Bundle package that includes Tire & Wheel with Cosmetic and Curb coverage on page 1 of this Service Contract the following benefit is provided. This Service Contract provides for the repair or replacement of the **Vehicle's** tires and wheels which, during the **Term** of this Service Contract, become **Non-Serviceable** due to a **Road Hazard** covered under this Service Contract.

This benefit also provides for the repair or replacement of the **Vehicle's** wheels which, during the **Term of this** Service Contract, become damaged due to an impact with a curb or other fixed object on or in the roadway. **Wheels will only be replaced under this section if the damage has rendered them unsafe and impossible to repair.** We will also dispatch service to repair **Cosmetic Wheel Damage** to covered wheels. Coverage applies for damages caused by **Road Hazards**, or by contact with medians, curbs, parking stops, or other hazards or conditions in the roadway. **ANY DAMAGE TO STEEL WHEELS, CHROME WHEELS OR WHEELS WITH CHROME SIMULATION IS EXCLUDED.**

Covered tires and/or wheels will be repaired when Road Hazard damage is considered safe to repair. Tires and/or wheels will only be replaced under this section if the damage has rendered them Non-Serviceable and impossible to repair.

At the Provider's option, the Administrator may use replacement parts in covered repairs that may include new, remanufactured, used or nonoriginal equipment manufactured parts.

- **TIRE REPAIR:** During the Service Contract **Term**, We will pay a **Repair Facility**, or at **Our** option, reimburse **You** up to fifty dollars (\$50) per occurrence, for the reasonable **Costs You** incur to repair a flat tire caused by a **Road Hazard** while operating the **Vehicle** on public streets and in a legal manner.

- **TIRE REPLACEMENT:** During the Service Contract **Term**, We will pay a Repair Facility, or at **Our** option, reimburse **You** for the reasonable **Costs You** incur to replace a tire, only if a tire covered by this Service Contract becomes **Non-Serviceable** due to damage caused by a **Road Hazard**. This coverage is valid through the tread life of a tire (**for motorcycles 2/32" or less is excluded; for all other Vehicles 3/32" or less is excluded**) and replacement will be made with a tire of **Like Kind and Quality** to the original tire. **We reserve the right to purchase the replacement tire(s) from a vendor of Our choosing.** If We exercise this option, We will ship the tire(s) to the Repair Facility of **Your** choosing for installation.

- **WHEELS:** During the Service Contract **Term**, We will pay a **Repair Facility**, or at **Our** option, reimburse **You** for the reasonable **Costs** incurred for the repair or replacement of wheels rendered **Non-Serviceable** due to a **Road Hazard** covered under this Service Contract. In the event of **Cosmetic Wheel Damage** due to impact with a curb or other fixed object(s) on or in the roadway, We will dispatch service to repair **Cosmetic Wheel Damage** to covered wheels. **ANY DAMAGE TO STEEL WHEELS, CHROME WHEELS OR WHEELS WITH CHROME SIMULATION IS EXCLUDED.**

- **MOUNTING AND BALANCING:** During the Service Contract **Term**, We will pay a **Repair Facility**, or at **Our** option, reimburse **You** for the reasonable **Costs** that **You** incur for mounting, balancing, valve stems, and tire disposal for any tire replaced under this Service Contract. **However, charges for pressure sensing devices, noise mitigation devices, shop supplies, or any other parts not specified in this Service Contract are hereby excluded.**

Cosmetic Wheel Repair Limit of Liability

Our limit of liability is the Cost to repair cosmetic wheel damage. The benefit paid or payable during this Service Contract Term shall not exceed one hundred twenty-five dollars (\$125) per occurrence.

NOTE: YOU MUST OBTAIN AUTHORIZATION PRIOR TO REPAIR OR REPLACEMENT. SEE "CLAIM PROCEDURES" FOR DETAILS.

IMPORTANT: Please note that alloy wheel damage can oftentimes be repaired. In the event damaged wheels need to be replaced, **Your Repair Facility must document the reasons why wheel repair was not possible.** They should then attempt to **obtain a remanufactured, used or non-original equipment manufactured wheel to replace the damaged wheel.**

TIRE & WHEEL WITH COSMETIC, CURB & CHROME

When **You** choose the Bundle package that includes Tire & Wheel With Cosmetic, Curb & Chrome coverage on page 1 of this Service Contract the following benefit is provided, in addition to Tire & Wheel With Cosmetic and Curb Coverage: This benefit provides coverage for the **Cost** to repair or replace wheels in the event of **Cosmetic Wheel Damage** to chrome wheels or wheels with chrome simulation, the **Administrator** may in its sole discretion elect to replace the damaged wheel with a wheel of **Like Kind and Quality**.

Cosmetic Wheel Repair; Tire & Wheel with Cosmetic and Curb; Tire & Wheel with Cosmetic, Curb and Chrome Limit of Liability
Our limit of liability is the Cost to repair or replace any covered tire and/or wheel; but in no event shall this Cost exceed the current market value of the manufacturer's original tire(s) and wheel(s) or comparable or like replacements. Comparable or like replacements are determined by the Administrator.

The total paid or payable during the Service Contract Term shall not exceed \$5,000 for benefits listed under sections: **Cosmetic Wheel Repair, Tire & Wheel with Cosmetic Curb, and Tire & Wheel with Cosmetic Curb & Chrome benefit options.**

KEY/REMOTE REPLACEMENT

In the event, **Your Eligible Key/Remote** is lost, stolen or destroyed during the Service Contract period, **We** will pay a **Repair Facility**, or at **Our** option, reimburse **You** the **Cost** to repair, or if non-repairable, the **Cost** to replace **Your Eligible Key/Remote up to a maximum of eight hundred dollars (\$800) per year.**

Key/Remote Replacement Limit of Liability

Our limit of liability is the Cost to repair or replace any eligible key/remotes; but in no event shall the Cost exceed the current market value of the manufacturer's original key/remote or comparable or like replacements. Comparable or like replacements are determined by the Administrator.

WINDSHIELD REPAIR

When **You** choose a Bundle package that includes Windshield Repair coverage on page 1 of this Service Contract the following benefit is provided. This Service Contract covers the **Cost** of repairs to the front windshield **ONLY** of minor chips and cracks caused by propelled rocks or other propelled road debris. **There is no coverage for stress cracks, cracks over six (6) inches in length, or any damage wherein it is determined by the repair technician that the damage cannot be repaired. Weather related damage is NOT covered.** A service provider will be dispatched for windshield repair services. **In the event a technician is not available in Your area, You may schedule repair service with a Repair Facility of Your choosing, and We will reimburse You up to sixty dollars (\$60) for the windshield repairs upon presentation of an original paid invoice from a licensed company whose regular business includes glass repair. Under no circumstance will We pay for windshield replacement, even in the event the damage was initially repairable.**

PAINTLESS DENT REPAIR

When **You** choose a Bundle package that includes Paintless Dent Repair coverage on page 1 of this Service Contract the following benefit is provided. This Service Contract provides for the repair of any dents and dings on the **Vehicle** that are repairable through Paintless Dent Repair (PDR) techniques. Paintless Dent Repair is a process, developed by the automobile manufacturing community, that uses specialized hand tools to gently push the dented metal back to its original form. This permanently removes door dings and minor dents without harming the **Vehicle's** factory finish. Each Paintless Dent Repair covers the removal of any dents that do not exceed 3.25" x 2" (approximately the size of a traditional credit card) within an area located on a single panel. Paintless Dent Repairs are limited to steel or aluminum body panels and are subject to accessibility (e.g., an area within 3/4" of a door edge is not accessible) and severity. **Our** Paintless Dent Repair Technician will inspect the "ding or dent" and verify if the damage can be repaired by Paintless Dent Repair methods, before work is performed. **If the damage to the Vehicle is not repairable by PDR methods, no benefit will be provided.** In the event that the **Administrator** does not have a technician available in **Your** area, **You** will be given an authorization number and will be reimbursed for the **Cost** of the Paintless Dent Repair, **up to a maximum of one hundred dollars (\$100) per occurrence.**

Paintless Dent Repair Limit of Liability

Our limit of liability is the Cost to repair any dents and dings on the Vehicle that are repairable through Paintless Dent Repair (PDR) techniques. The total paid or payable during the Service Contract Term shall not exceed five thousand dollars (\$5,000.00) for benefits listed under this section, Paintless Dent Repair.

KEY TERMS

"Administrator" means Total Warranty Services, P.O. Box 810187, Boca Raton, FL 33481, 1-866-960-9103, except in Florida and Missouri, Administrator shall refer to the Provider.

"Contract Holder", "You", "Your" is defined as the person(s) listed in the registration section on page 1 of this Service Contract.

"Commercial Vehicle" is defined as any vehicle in excess of 10,000 lbs. or any vehicle used in any manner for any commercial purposes. Travel to and from **Your** regular place of business, and share-the-expense carpools are not considered commercial purposes.

"Cosmetic Wheel Damage" means damage to the outside face of the wheel due to a **Road Hazard** that does not render the wheel **Non-Serviceable**.

"Cost" means the reasonable and customary charges for parts and labor necessary to repair or replace the parts covered. These charges shall not exceed the manufacturer's suggested retail price for parts and labor allowances derived from nationally recognized labor time publications. The **Administrator** may use replacement parts in covered repairs that may include new, remanufactured, used or non-original equipment manufactured parts.

"Effective Date" means the date **You** purchased this Service Contract shown in the registration section on page 1 of this Service Contract.

"Eligible Keys/Remotes" are defined as the key(s)/remote(s) provided to **You**, received at the time of the **Vehicle** purchase, including replacement keys/ remotes that have been obtained subject to the terms of this Service Contract.

"Emergency Repair" – repair that was required because Your Vehicle was inoperable or unsafe to drive.

"Like Kind and Quality" means replacement parts in covered repairs may include new, re-manufactured, used or non-original equipment manufactured parts.

"Non-Serviceable" means that the tire has been punctured or otherwise damaged by a **Road Hazard** to the extent that it is unsafe, and/or the wheel is unable to seal with the tire, resulting in air loss.

"OEM" means Original Equipment Manufactured.

"Regular Business Hours" means 8:00 AM - 7:00 PM (Eastern Time) Monday through Thursday, 8:00 AM - 6:00 PM (Eastern Time) on Friday.

"Repair Facility" means a franchised automobile dealer or a licensed repairer. A **Repair Facility** must receive authorization from the **Administrator** prior to beginning repairs.

"Road Hazard" means objects and road conditions such as potholes, rocks, wood debris, metal parts, nails, glass, plastic or composite scraps or **any item causing tire and/or wheel damage other than wear and tear and those conditions excluded under the EXCLUSIONS section of this Service Contract.**

"Selling Dealer", "Dealer" means the selling dealership listed in the registration section on page 1 of this Service Contract.

"Service Contract Purchase Price" means the amount **You** paid for this Service Contract shown in the registration section on page 1 of this Service Contract.

"Term" means the number of months shown in the **Term** section on page 1 of this Service Contract. In the context of cancellation refunds as mentioned throughout this Service Contract, **"Term"** shall also mean the number of months or days remaining within the month as shown in the **Term** section on page 1 of this Service Contract.

"Vehicle" means the covered car or truck identified in the registration section on page 1 of this Service Contract.

"Warranty" means any **Warranty** of the manufacturer or any other **Warranty**.

"We", "Us", "Our", "Provider" means the Obligor: First Mile Services, P.O. Box 810187, Boca Raton, FL 33481; 1-866-960-9103; Oklahoma license #502303075. **"We", "Us", "Our", "Provider"** In Florida and Washington means First Mile Services of Florida, Florida Company Code: 32783

CONDITIONS

1. **You are responsible for any non-covered expenses.**
2. The **Term** of this Service Contract begins on the **Effective Date** and continues for the number of months specified in the registration section of this Service Contract. In the event no **Term** is indicated, this Service Contract will default to a term of twelve (12) months.
3. **This Service Contract is non-renewable, and the period during which coverage applies is limited to the Term You purchased.**
4. **You** will not be required to pay a deductible for this Service Contract.
5. All of the benefits and services are described herein and are applicable throughout the United States, and Canada.
6. The **Administrator** makes every effort to provide service but there are instances where they have no vendor available in **Your** area. In such an instance, **the Administrator reserves the right to make cash settlements in lieu of providing service.**
7. **You must receive a minimum of two (2) sets of working keys and remotes from the Selling Dealer at the time of Vehicle delivery to be eligible to receive Key/Remote Replacement benefits under this Service Contract.**
8. **Only the working keys and remotes that were provided to You at the time of Vehicle delivery are covered under the Key/Remote Replacement section of this Service Contract.**
9. **We are not responsible for deprogramming key and/or remotes.**
10. **The Administrator may use replacement parts in covered repairs that may include new, remanufactured, used or non-original equipment manufactured parts.**
11. This Service Contract provides no limitation on the number of Paintless Dent Repairs during the **Term** of coverage.
12. Due to aging and variance to the wheel color and texture, it is not always possible to match colors or textures to other wheels. Therefore, an exact color or texture match is not guaranteed, and **the Administrator is not responsible for any costs, damages or liability in the event that the color or texture does not match.**
13. **THIS IS NOT AN INSURANCE CONTRACT.**

GENERAL EXCLUSIONS

This Service Contract does not cover:

1. **ANY CONDITION, DAMAGE OR WEAR WHICH EXISTED PRIOR TO THE SERVICE CONTRACT EFFECTIVE DATE.**
2. **COMMERCIAL VEHICLES, COMMERCIAL USE, OR ANY DAMAGE CAUSED BY COMMERCIAL USE. INCLUDING BUT NOT LIMITED TO: HAULING, CONSTRUCTION WORK, PRINCIPAL OFFROAD USE, PICKUP AND/OR DELIVERY SERVICE, DAILY RENTALS, CARRY PASSENGERS FOR HIRE (TAXI, LIMOUSINE, OR SHUTTLE SERVICES), TOWING OR ROAD SERVICE OPERATIONS, GOVERNMENT/MILITARY USE, LAW ENFORCEMENT, FIRE, AMBULANCE OR OTHER EMERGENCY SERVICES, SNOWPLOWING, COMPANY POOL USE OR BUSINESS TRAVEL WHEN THE VEHICLE IS USED BY MORE THAN ONE DRIVER.**
3. **REPAIR OR REPLACEMENT COVERED BY THE MANUFACTURER OR OTHER WARRANTY OR YOUR PRIMARY PHYSICAL DAMAGE INSURANCE.**

4. REPAIR OR REPLACEMENT WHEN THE MANUFACTURER, BY PUBLIC ANNOUNCEMENT OR RECALL, ESTABLISHED ITS RESPONSIBILITIES FOR ANY MANUFACTURER'S DEFECT.
5. ANY LOSS WHERE YOU OR ANY PERSON ON YOUR BEHALF FALSELY SWEARS OR COMMITS ANY FRAUDULENT ACT WITH RESPECT TO ANY CLAIM.
6. DAMAGE OCCURRING FROM OPERATING ON ANY SURFACE OTHER THAN FEDERAL, STATE, COUNTRY, CITY OR MUNICIPALITY PAVED ROADS OR HIGHWAYS.
7. ANY DAMAGE RELATED TO ACTS OF GOD.
8. DAMAGE CAUSED BY HAIL, WATER, FREEZING, FLOOD, WIND, LIGHTNING OR WEATHER-RELATED HAZARDS.
9. ANY LOSS THAT IS NOT REPORTED TO THE ADMINISTRATOR WITHIN SIXTY (60) DAYS FROM THE DATE THE DAMAGE OCCURS.
10. REPAIR OR REPLACEMENT EXCEEDING THE MANUFACTURER'S VEHICLE SPECIFICATION.
11. ANY DAMAGE THAT OCCURS OUTSIDE THE UNITED STATES OR CANADA.
12. ANY DAMAGE RELATED TO ACTS OF WAR OR TERRORISM.
13. ANY REPAIRS OR REPLACEMENTS WITHOUT THE ADMINISTRATOR'S PRIOR AUTHORIZATION, EXCEPT WHEN AN EMERGENCY REPAIR OR REPLACEMENT.
14. ANY CONSEQUENTIAL LOSS OR DAMAGE WHATSOEVER, INCLUDING LOSS, DAMAGE, OR INJURY TO PERSONS OR PROPERTY RESULTING FROM THE FAILURE OF ANY OF THE PARTS OF THE VEHICLE DESCRIBED HEREIN, THE REPLACEMENT OF WHICH ARE COVERED UNDER THE TERMS AND CONDITIONS OF THIS SERVICE CONTRACT.

KEY EXCLUSIONS

1. ANY KEY REMOTE/REPAIR OR REPLACEMENT COVERED BY WARRANTY, RECALL, OR ACKNOWLEDGEMENT OF RESPONSIBILITY ISSUED BY THE MANUFACTURER OF THE ELIGIBLE KEYS/REMOTES TO BE REPLACED.
2. VALET KEYS, OR OTHER KEYS WITH LIMITED FUNCTIONALITY ARE EXCLUDED.

WINDSHIELD EXCLUSIONS

1. WINDSHIELD REPLACEMENT UNDER ANY CIRCUMSTANCE.
2. WINDSHIELD CHIPS OR CRACKS LONGER THAN SIX (6) INCHES.

PAINTLESS DENT REPAIR EXCLUSIONS

1. DENTS THAT EXCEED 3.25 INCHES X 2 INCHES.
2. BODY PANELS MADE FROM ANY MATERIALS OTHER THAN STEEL OR ALUMINUM.
3. DENTS OR DINGS THAT ARE NOT REPAIRABLE BY PAINTLESS DENT REPAIR METHODS.
4. HAIL DAMAGE OR OTHER WEATHER-RELATED EVENTS.
5. DENTS THAT ARE INACCESSIBLE DUE TO THE FOLLOWING: (A) THE EXISTENCE OF AFTER-MARKET EQUIPMENT, OR (B) WHERE SUCH AFTER-MARKET EQUIPMENT OR THE INSTALLATION THEREOF HAS ALTERED THE ORIGINAL VEHICLE CONFIGURATION, OR (C) EDGES WHERE IT IS DETERMINED THAT THE MANUFACTURER'S BRACING DOES NOT ALLOW FOR THE PAINTLESS DENT REPAIR PROCESS.
6. REPAIRS TO CREASED METAL OR ANY AREA WHERE THE PAINT IS DAMAGED.
7. REPAIRS TO ANY DENT OR DING THAT WOULD REQUIRE THE REPLACEMENT OF THE VEHICLE'S BODY PANELS OR REQUIRE SANDING, BONDING, OR PAINTING.

TIRE & WHEEL EXCLUSIONS

1. MISUSE OCCASIONED FROM DRIVING ON TIRES THAT ARE OVERINFLATED, UNDERINFLATED OR FLAT.
2. TIRES AND/OR WHEELS THAT DO NOT MEET THE MANUFACTURER'S RECOMMENDATIONS SPECIFIC TO YOUR VEHICLE.
3. ANY DAMAGE TO WHEELS TRANSFERRED FROM ANOTHER VEHICLE SUBSEQUENT TO THE EFFECTIVE DATE OF THIS SERVICE CONTRACT.
4. IF YOUR VEHICLE IS USED FOR RACING AND OTHER COMPETITION.
5. ANY STEEL WHEELS, WHEELS CONSTRUCTED OF CARBON FIBER, CERAMIC, OR ANY MATERIAL OTHER THAN ALUMINUM ALLOY (UNLESS THE BUNDLE OPTION YOU CHOSE INCLUDES TIRE & WHEEL WITH COSMETIC, CURB & CHROME. IF THIS OPTION IS CHOSEN, CHROME WHEELS ARE COVERED).
6. DAMAGE CAUSED BY NEGLIGENCE, ABUSE, MISUSE, COLLISION, MANUFACTURERS' DEFECTS, VALVE OR RIM LEAKS, IMPROPER INSTALLATION, DRY ROT IN EITHER SIDEWALL OR TREAD, TIRE CHAINS, OFF ROAD USE, VANDALISM, MALICIOUS MISCHIEF, CHAIN DAMAGE, FIRE OR THEFT, FLOOD, NATURAL DISASTERS, ACTS ASSOCIATED WITH TERRORISM, SIDEWALL DAMAGE NOT CAUSED BY A ROAD HAZARD, BROKEN TIRE BELTS, OPERATOR ERROR, ABNORMAL WEAR, WEATHER CRACKING, TREAD SEPARATION, LACK OF PROPER MAINTENANCE, SUSPENSION PROBLEMS, USE IN CONSTRUCTION ZONE.
7. WHEELS THAT WILL NOT SEAL DUE TO RUST AND CORROSION.
8. DAMAGE EXACERBATED BY THE CONTINUED USE OF A DAMAGED TIRE OR WHEEL AFTER THE INITIAL OCCURRENCE OF THE DAMAGE.

9. **TIRE ACCESSORIES, WHEEL ACCESSORIES, NITROGEN FILLING FOR TIRES, SHIPPING ASSOCIATED WITH DAMAGED OR REPLACEMENT TIRE OR WHEEL, ALIGNMENTS OR ADJUSTMENTS TO THE COVERED VEHICLE. FOR TIRES THAT HAVE 3/32" OR LESS TREAD DEPTH REMAINING (FOR MOTORCYCLE TIRES THAT HAVE 2/32" OR LESS TREAD DEPTH REMAINING).**
10. **ANY COSMETIC DAMAGE TO TIRES REGARDLESS OF CAUSE OF DAMAGE.**
11. **TIRE PRESSURE MONITORING SENSOR REPLACEMENT OR PROGRAMING.**
12. **ANY DAMAGE TO TIRES AND/OR WHEELS WHICH ARE UNDERSIZED, OVERSIZED, OR OTHERWISE NOT RECOMMENDED BY THE VEHICLE MANUFACTURER.**
13. **OTHER THAN ON-ROAD PASSENGER VEHICLES.**

In addition, the following is a listing of vehicles, parts, and components which are specifically excluded from coverage. If any of the following apply to Your vehicle, We will provide You with a full refund of the Service Contract Purchase Price, less any claims paid.

14. **VEHICLES WITH OFF-ROAD TIRES AND WHEELS.**
15. **IF YOUR VEHICLE IS A TRUCK RATED MORE THAN 1 TON.**

CLAIMS PROCEDURES

To obtain benefits under this service contract, you must comply with the following conditions:

1. All claims must be called in and authorized prior to repair or replacement except when the **Administrator's** office is closed, and **Emergency Repair** is necessary. See section Emergency Repair Claim Procedures for additional information. The **Administrator** can be reached at **866-960-9103**, during **Regular Business Hours**.
2. All claims must be reported to the **Administrator** as soon as reasonably possible, but in no event more than sixty (60) days from the date of loss.
3. A copy of the original repair order, proof of payment, and any other documentation reasonably requested must be provided to the **Administrator** for payment.
4. Roadside Assistance. **You must call 1-800-201-0869**. In the event a technician is not available in **Your** area, **You** will be provided with an authorization number and will be reimbursed for the reasonable **Cost** of services provided. Covered services are limited to a **maximum reimbursement amount of one hundred dollars (\$100) per occurrence**. Reimbursement for services received independently, without prior authorization by **Us** will be denied.
To request reimbursement for Roadside Coverage, **You** must submit the following documents: (a) the invoice including **Your** information, date of service, **Vehicle's** information, services performed, and location of services. (b) Proof of payment to be reimbursed. Services must be obtained from a licensed service provider or vendor previously authorized by **Us**. The **Administrator** reserves the right to request additional information to determine eligibility for reimbursement.
5. Key/Remote Replacement – If **You** are within a twenty-five (25) mile radius of the **Selling Dealer**, **You** must return there for covered repairs. If **You** are outside of the twenty-five (25) mile radius or if the **Selling Dealer** is no longer in business, **You** may go to any **Repair Facility**. The **Repair Facility** must contact the **Administrator** for authorization prior to commencing repairs. All non-working keys/remotes must be made available for inspection.
6. Paintless Dent Repair – When **You** contact the **Administrator**, they will take all necessary information and **assign a repair technician** within their Paintless Dent Repair Network to assess damage and perform any covered repair(s). In the event that the **Administrator** does not have a technician available in **Your** area, **You** will be given an authorization number and will be reimbursed for the **Cost** of Paintless Dent Repair **up to a maximum of one hundred dollars (\$100) per occurrence**.
7. Windshield Repair - When **You** contact the **Administrator**, they will take all necessary information and **assign a repair technician** within their Windshield Repair Network to assess damage and perform any covered repair(s). In the event that the **Administrator** does not have a technician available in **Your** area, **You** will be given an authorization number and will be reimbursed for the **Cost** of windshield repair **up to a maximum of sixty dollars (\$60) per occurrence**. **Under no circumstance will We pay for windshield replacement, even in the event the damage was initially repairable.**
8. Cosmetic Wheel Repair - When **You** contact the **Administrator**, they will take all necessary information and **assign a repair technician** within their Wheel Repair Network to assess damage and perform any covered repair(s). In the event that the **Administrator** does not have a technician available in **Your** area, **You** will be given an authorization number and will be reimbursed for the reasonable **Cost** of wheel repair.
9. Tire & Non-Cosmetic Wheel Repair or Replacement – **You** may go to any **Repair Facility**. The **Repair Facility** must contact the **Administrator** for authorization prior to commencing repairs. **The Administrator must obtain a repair estimate and diagnostic information directly from the Repair Facility in order to receive authorization.**

EMERGENCY CLAIM PROCEDURES

The **Administrator** can be reached at **1-866-960-9103**, during **Regular Business Hours**.

In the event that a covered loss occurs when the **Administrator's** office is closed and **Emergency Repair** is necessary, **You** may commence

with emergency repairs without securing the **Administrator's** prior authorization. However, **You** or the **Repair Facility** must notify the **Administrator** of the repairs as soon as the **Administrator's** office reopens. **You** must submit written information and documentation concerning the repairs no later than thirty (30) days after the repair. Reimbursement of emergency repairs will be subject to all terms and conditions of this Service Contract, and nothing herein authorizes repairs not otherwise covered. **Parts must be available for inspection when the Administrator's office reopens.**

Emergency repairs are those required because **Your Vehicle** was inoperable or unsafe to drive. As such, **Cosmetic Wheel Repairs and Paintless Dent Repairs will not be reimbursed as Emergency Repairs**; they must be authorized prior to completion of repair.

YOUR RESPONSIBILITIES

It is your obligation to ensure that Your Vehicle and key/remotes are maintained and used per manufacturer specifications. If You experience damage to Your Vehicle and key/remotes (if applicable Bundle package was chosen), You agree to:

- Use all reasonable means to prevent further damage.
- Notify the **Administrator** as soon as possible.
- Allow the **Administrator** to inspect **Your Vehicle**, and/or key/remote if the **Administrator** asks to do so.
- Obtain authorization from the **Administrator** prior to beginning any service covered by this Service Contract. If **Your Bundle** package included Tire & Wheel coverage, proper tire care is necessary to obtain the maximum mileage and wear from a tire. It is **Your** obligation to ensure that **Your** tire/wheel assemblies are kept in balance and alignment, and that **Your** tires are operated at the proper inflation pressure. Tires should be checked monthly for proper pressure, signs of dry rot, and improper or excessive wear, and tread depth less than or equal to 3/32" for vehicles and 2/32" for motorcycles. **Any condition that cannot be corrected demands the replacement for the safety of the Vehicle occupants.**
- Call the following business day, during **Regular Business Hours**, to receive authorization and claim filing instructions should damage to **Your Vehicle** occur after hours, on a weekend or holiday.

DISPUTE RESOLUTION - ARBITRATION

THIS SERVICE CONTRACT REQUIRES BINDING ARBITRATION IF THERE IS AN UNRESOLVED DISPUTE BETWEEN **YOU** AND **US**, OR BETWEEN **YOU** AND **ADMINISTRATOR**, CONCERNING THIS SERVICE CONTRACT. IN ARBITRATION, AN INDEPENDENT, NEUTRAL THIRD-PARTY ARBITRATOR WILL MAKE A DECISION AFTER HEARING THE POSITIONS OF THE RESPECTIVE PARTIES. THE DECISION OF THE ARBITRATOR WILL DETERMINE THE OUTCOME OF THE ARBITRATION AND SHALL BE FINAL AND BINDING; IT CANNOT BE REVIEWED OR CHANGED BY, OR APPEALED TO, A COURT OF LAW. UNDER THIS ARBITRATION PROVISION, **YOU** GIVE UP **YOUR** RIGHT TO RESOLVE ANY DISPUTE ARISING FROM THIS SERVICE CONTRACT BY A JUDGE AND/OR A JURY. **YOU** ALSO AGREE NOT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR CLASS MEMBER IN ANY CLASS ACTION LITIGATION, ANY CLASS ARBITRATION, OR ANY CONSOLIDATION OF INDIVIDUAL ARBITRATIONS. UNLESS OTHERWISE AGREED TO BY THE PARTIES, A DETERMINATION REGARDING ANY DISPUTE OVER THE APPLICATION OF THIS ARBITRATION PROVISION WILL BE MADE BY A COURT OF COMPETENT JURISDICTION IN THE COUNTY AND STATE IN WHICH **YOU** LIVE.

THE LAWS OF THE STATE IN WHICH THIS SERVICE CONTRACT WAS SOLD (WITHOUT GIVING EFFECT TO ITS CONFLICT OF LAW PRINCIPLES) SHALL GOVERN ALL SUBSTANTIVE MATTERS ARISING OUT OF OR RELATING TO THIS SERVICE CONTRACT AND ALL TRANSACTIONS CONTEMPLATED BY THIS SERVICE CONTRACT, INCLUDING, WITHOUT LIMITATION, THE VALIDITY, INTERPRETATION, CONSTRUCTION, PERFORMANCE, AND ENFORCEMENT OF THIS SERVICE CONTRACT. THE PROCEDURAL RULES FOR ARBITRATION SHALL BE GOVERNED BY THE FEDERAL ARBITRATION ACT (9 U.S.C.A. § 1 ET. SEQ.) AND NOT BY ANY STATE LAW CONCERNING ARBITRATION.

THE CONSUMER ARBITRATION RULES ("CONSUMER RULES") OF THE AMERICAN ARBITRATION ASSOCIATION ("AAA") (WWW.ADR.ORG) WILL APPLY TO ANY ARBITRATION UNDER THIS SERVICE CONTRACT. A PARTY SEEKING TO COMMENCE ARBITRATION MUST MAKE A WRITTEN DEMAND FOR ARBITRATION, IN ACCORDANCE WITH THE CONSUMER RULES. THIS DEMAND MUST BE MADE WITHIN ONE (1) YEAR OF THE EARLIER OF THE DATE THE BREAKDOWN OCCURRED OR THE DISPUTE AROSE. THE PARTIES SHALL MUTUALLY AGREE TO THE SELECTION OF AN ARBITRATOR. IF **YOU** FILE A DEMAND FOR ARBITRATION WITH THE AAA, **YOU** WILL BE RESPONSIBLE TO PAY ANY CONSUMER FILING FEES. IN ACCORDANCE WITH THE CONSUMER RULES AND ANY OTHER APPLICABLE AAA GUIDELINES, **YOU** MAY ALSO BE RESPONSIBLE FOR PAYMENT OF OTHER FEES AND COSTS RELATING TO THE ARBITRATION, INCLUDING, WITHOUT LIMITATION, THE ARBITRATOR'S COMPENSATION. UNLESS OTHERWISE AGREED TO BY THE PARTIES, THE ARBITRATION WILL TAKE PLACE IN THE COUNTY AND STATE IN WHICH **YOU** LIVE.

Severability. If any provision hereof is deemed to be invalid or unenforceable under applicable law, this Service Contract shall be considered divisible as to such provision and such provision shall thereafter be inoperative; provided, however, the remaining provisions of this Service Contract shall be valid and binding.

TRANSFER

This Service Contract may be transferred by You to a subsequent private purchaser of the Vehicle for the remainder of the original term (dealers excluded). This Service Contract is not transferable to another vehicle. To transfer this Service Contract to another owner, You must submit the following to the Administrator, within thirty (30) days from the date of sale:

- a. A letter containing the name and address of the new owner, and Your authorization to transfer;
- b. A copy of the bill of sale or other evidence showing the change in ownership and;
- c. A check or money order for forty dollars (\$40) payable to the Administrator for the transfer fee.

CANCELLATION

How This Service Contract May Be Canceled – Including Refunds And Charges

Cancellation By You

You may cancel this Service Contract at any time. To cancel, contact the **Selling Dealer**. The **Selling Dealer** will assist with **Your** cancellation request. If **You** are unable to return to the **Selling Dealer**, **You** must provide written notice to the **Administrator** or **Us**. A copy of **Your** Service Contract must be included with **Your** request for cancellation.

Cancellation By Us

If **We** cancel this Service Contract, **We** will mail **You** written notice at least thirty (30) days prior to cancellation. This notice shall state the **Effective Date** of and the reason for cancellation. **We** may cancel this Service Contract for any reason within ninety (90) days of the **Effective Date**. After ninety (90) days, **We** may cancel this Service Contract:

- If there has been a material misrepresentation or fraud by **You**;
- If **You** do not pay the **Service Contract Purchase Price**;
- If **You** use **Your Vehicle** in any manner not covered by this Service Contract.

Cancellation By Lienholder

If this Service Contract is financed, the Lienholder (shown in the Lender/Lessor section on page 1 of this Service Contract) may cancel the Service Contract in the event **You** default in **Your** obligation to such Lienholder or in the event **Your Covered Vehicle** is declared a total loss or is repossessed.

How Refunds Are Calculated

If the Service Contract is canceled by **You** or the Lienholder within sixty (60) days of the **Effective Date** and a claim has not been incurred, a one hundred percent (100%) refund of the **Service Contract Purchase Price** will be made. After sixty (60) days or if **You** have incurred a claim, a pro-rata refund of the unused **Term** will be made. The pro-rata refund will be calculated by multiplying the **Service Contract Purchase Price** by the percentage of the unused **Term** of **Your** Service Contract period, less an administrative fee of fifty dollars (\$50). The refund, if any, will be paid or credited no more than thirty (30) days from receipt of the cancellation notice by the **Selling Dealer**, **Administrator** or **Us**, whichever occurs first. If this Service Contract is canceled by **Us** within ninety (90) days of the **Effective Date** and a claim has not been incurred, a one hundred percent (100%) refund of the **Service Contract Purchase Price** will be made. After ninety (90) days or if **You** have incurred a claim, a pro-rata refund of the unused **Term** will be made. The pro-rata refund will be calculated by multiplying the **Service Contract Purchase Price** by the percentage of the unused **Term** compared to the total **Term** of the Service Contract period, no administrative fee will be charged. The refund, if any, will be paid or credited within thirty (30) days of the date of cancellation. All refunds will be paid to the Lienholder if any, otherwise to **You**.

INSURANCE

This Service Contract is not an insurance contract. If a covered service is not provided to **You** by the provider no later than the sixtieth (60th) day after proof of loss has been filed, or if a refund or credit is not paid before the forty-sixth (46th) day after the date on which the contract is returned to the provider, **You** may apply for reimbursement directly to the reimbursement insurance company. **Obligations of the provider under this Service Contract are insured under a service contract reimbursement insurance policy provided by First Mile Insurance Company, 800 W Yamato Rd, Suite 280, Boca Raton, FL 33431; 1-888-995-3642.**

OBLIGOR

In Florida and Washington: First Mile Services of Florida, P.O. Box 810187, Boca Raton, FL 33481; 1-866-960-9103;

Florida Company Code: 32783

In Massachusetts: Selling Dealer

In Oklahoma: Our license number is 502303075

All other states: First Mile Services, P.O. Box 810187, Boca Raton, FL 33481; 1-866-960-9103

ADMINISTRATOR

In Florida and Missouri: The Administrator shall refer to the obligor.

All other states: Total Warranty Services, P.O. Box 810187, Boca Raton, FL 33481; 1-866-960-9103.

STATE AMENDMENTS

This Service Contract is amended, and the language below governs if the **Selling Dealer** is located in a state listed below:

KEY/REMOTE REPLACEMENT benefit is not available in the following states: Connecticut, Massachusetts, Pennsylvania and Vermont.

WINDSHIELD REPAIR benefit is not available in the following states: Florida and South Carolina

Alabama

Cancellation By You is amended to include:

If **You** cancel this Service Contract, a ten percent (10%) penalty per month shall be added to a refund that is not paid within forty-five (45) days of return of this Service Contract to the **Selling Dealer** or the **Administrator**.

How Refunds are Calculated is amended as follows:

The fifty dollar (\$50) administrative fee is deleted and replaced with a twenty-five dollar (\$25) administrative fee.

Alaska

Cancellation By You is amended to include:

If **You** cancel this Service Contract, a penalty in the amount of ten percent (10%) of the **Service Contract Purchase Price** for each month a refund remains unpaid shall be added to a refund that is not paid within forty-five (45) days of return of this Service Contract to the **Selling Dealer** or the **Administrator**.

Cancellation By Us is deleted in its entirety and replaced with the following:

If **We** cancel this Service Contract, **We** will mail **You** written notice at least thirty (30) days prior to cancellation. This notice shall state the effective date of and reason for cancellation. **We** may cancel this Service Contract: a) If **You** do not pay the **Service Contract Purchase Price**; b) If **You** are convicted of a crime having as one of its necessary elements an act increasing a hazard covered by the Contract; c) If there has been a material misrepresentation or fraud by **You** in obtaining the contract or pursuing a claim; d) If **We** discover a grossly negligent act or omission by **You**, after the **Effective Date**, that substantially and materially increases the hazards covered under this Service Contract; e) Physical changes to the **Vehicle** covered by this Service Contract that result in the **Vehicle** becoming ineligible for coverage; or f) for substantial breach of duties by **You** relating to the use of the covered **Vehicle**. If **We** cancel this Service Contract, a penalty in the amount of ten percent (10%) of the unearned Provider fee (**Service Contract Purchase Price**) for each month a refund remains unpaid shall be added to a refund that is not paid within forty-five (45) days of return of this Service Contract to the **Selling Dealer** or the **Administrator**.

How Refunds Are Calculated is amended as follows:

The fifty dollar (\$50) administrative fee is deleted and replaced with an administrative fee of fifty dollars (\$50) or seven and a half percent (7.5%) of the refund amount, whichever is less.

INSURANCE is amended as follows:

Obligations of the provider under this Service Contract are guaranteed under a service contract reimbursement insurance policy provided by First Mile Insurance Company, 800 W Yamato Rd, Suite 280, Boca Raton, FL 33431; 1-888-995-3642. If **We** fail to provide covered service under the terms of this Service Contract within thirty (30) days after **You** provide notice of the claim, **You** may file a direct claim with First Mile Insurance Company.

Arizona

Cancellation By Us is amended as follows:

We may cancel this Service Contract for any reason within ninety (90) days of the **Effective Date**, except **We** may not cancel at any time for the following reasons: (a) The Service Contract fails to state the extent to which preexisting conditions will or will not be covered; (b) Misrepresentation by either the service company or the person selling the service contract on the service company's behalf.

How Refunds Are Calculated is amended as follows:

The fifty dollar (\$50) administrative fee is deleted and replaced with fifty dollars (\$50) or ten percent (10%) of the **Service Contract Purchase Price**, whichever is less.

ARBITRATION is amended as follows:

Arbitration is optional and subject to the mutual consent of **You** and **Us**. Arbitration shall be subject to Arizona law. The Arbitration provision does not prohibit **You** from following the process to resolve complaints under the provisions of A.R.S. §20-1095.09 and 20-461 Unfair Trade Practices as outlined by the Arizona Department of Insurance and Financial Institutions. **You** have a right to file a complaint with the Department by contacting the Department at 602-364-3100 or difi.az.gov.

Colorado

INSURANCE is amended as follows:

Our insurance policy number is 0301334-S. To make a direct claim, please contact First Mile Insurance Company, 800 W Yamato Rd, Suite 280, Boca Raton, FL 33431; 1-888-995-3642.

Connecticut

If the **Term** is for less than one (1) year, this Service Contract will automatically extend while the **Vehicle** is in **Our** custody for repair under this Service Contract.

Cancellation By You is amended to include:

You may cancel for any reason including in the event the **Vehicle** is returned, sold, lost, stolen, or destroyed.

ARBITRATION is amended as follows:

If **You** are unable to resolve any disputes arising under this Service Contract with **Us**, the State of Connecticut has established a process to settle disputes arising from service contracts as outlined in R.C.S.A §§ 42- 260-1. If **You** purchase this Service Contract in Connecticut, to initiate the process **You** must first submit a written complaint which may be mailed to: State of Connecticut, Insurance Department, P.O. Box 816, Hartford, CT 06142-0816, Attention: Consumer Affairs. The written complaint must contain a description of the dispute, the **Service Contract Purchase Price**, the cost of repair of the **Vehicle** and a copy of this Service Contract.

District of Columbia

Cancellation By You is amended to include:

If **You** cancel this Service Contract for a full refund, a ten percent (10%) penalty per month shall be added to a refund that is not paid within forty-five (45) days of return of this Service Contract to the **Selling Dealer** or the **Administrator**.

How Refunds Are Calculated is amended as follows:

The fifty dollar (\$50) administrative fee is deleted and replaced with fifty dollars (\$50) or ten percent (10%) of the **Service Contract Purchase Price**, whichever is less.

Florida

Our Company Code is: 32783.

The rate charged for this Service Contract is not subject to regulation by the Office of Insurance Regulation.

Cancellation By Us is deleted in its entirety and replaced by the following:

If **We** cancel this Service Contract, **We** will mail **You** written notice at least thirty (30) days prior to cancellation. This notice shall state the effective date of and reason for cancellation. **We** may cancel this Service Contract for any reason within sixty (60) days of the **Effective Date**. After sixty (60) days, **We** may cancel this Service Contract: 1. If there has been a material misrepresentation or fraud by **You** at the time of sale of the Service Contract; 2. If **You** have failed to maintain **Your Vehicle** as prescribed by the manufacturer; or 3. If **You** do not pay the **Service Contract Purchase Price**. If **We** cancel for **Your** nonpayment of the **Service Contract Purchase Price**, the notice of cancellation will be sent by certified mail.

How Refunds Are Calculated is deleted and replaced as follows:

If the Service Contract is canceled by **You** or the Lienholder within sixty (60) days of the **Effective Date** a one hundred percent (100%) refund of the **Service Contract Purchase Price**, less claims paid, will be made. After sixty (60) days, a pro-rata refund of the unused **Term** will be made. The pro-rata refund will be calculated by multiplying the **Service Contract Purchase Price** by the percentage of the unused **Term** compared to the total **Term** of the Service Contract period, less an administrative fee of fifty dollars (\$50) or ten percent (10%) of the pro rata refund amount, whichever is less. The refund, if any, will be paid or credited no more than thirty (30) days from receipt of the cancellation notice by the **Selling Dealer, Administrator** or **Us**, whichever occurs first. If this Service Contract is canceled by **Us** within ninety (90) days of the **Effective Date**, a one hundred percent (100%) refund of the **Service Contract Purchase Price**, less claims paid, will be made. After ninety (90) days, a pro-rata refund of the unused **Term** will be made. The pro-rata refund will be calculated by multiplying the **Service Contract Purchase Price** by the percentage of the unused **Term** compared to the total **Term** of the Service Contract period, no administrative fee will be charged. The refund, if any, will be paid or credited within thirty (30) days of the date of cancellation. All refunds will be paid to the Lienholder if any, otherwise to **You**.

Georgia

Cancellation By You is amended to include:

If **You** cancel this Service Contract for a full refund, a ten percent (10%) penalty per month shall be added to a refund that is not paid within forty-five (45) days of return of this Service Contract to the **Selling Dealer** or the **Administrator**.

Cancellation By Us is amended as follows:

We may only cancel this Service Contract: If there has been a material misrepresentation or fraud by **You**; or If **You** do not pay the **Service Contract Purchase Price**.

Cancellation By Lienholder is amended as follows:

If this Service Contract is financed, the Lienholder (shown in the Lienholder section on page 1 of this Service Contract) may cancel the Service Contract in the event **Your Vehicle** is declared a total loss, is repossessed, or in the case of theft of the **Vehicle**.

How Refunds Are Calculated is deleted and replaced as follows:

If the Service Contract is canceled by **You** or the Lienholder within sixty (60) days of the **Effective Date** a one hundred percent (100%) refund of the **Service Contract Purchase Price**, less claims paid, will be made. After sixty (60) days, a pro-rata refund of the unused **Term** will be made. The pro-rata refund will be calculated by multiplying the **Service Contract Purchase Price** by the percentage of the unused **Term** compared to the total **Term** of the Service Contract period, less an administrative fee of fifty dollars (\$50) or ten percent (10%) of the pro rata refund amount, whichever is less. The refund, if any, will be paid or credited no more than thirty (30) days from receipt of the cancellation notice by the **Selling Dealer, Administrator** or **Us**, whichever occurs first. If this Service Contract is canceled by **Us** within ninety (90) days of the **Effective Date**, a one hundred percent (100%) refund of the **Service Contract Purchase Price**, less claims paid, will be made. After ninety (90) days, a pro-rata refund of the unused **Term** will be made. The pro-rata refund will be calculated by multiplying the **Service Contract Purchase Price** by the percentage of the unused **Term** compared to the total **Term** of the Service Contract period, no administrative fee will be charged. The refund, if any, will be paid or credited within thirty (30) days of the date of cancellation. All refunds will be paid to the Lienholder if any, otherwise to **You**.

ARBITRATION is deleted in its entirety and replaced by the following:

This Service Contract requires arbitration if there is an unresolved dispute between **You** and **Us**, or between **You** and **Administrator**, concerning this Service Contract (including, without limitation, the **Cost** of, lack of, or actual repair or replacement arising from a Breakdown). In arbitration, an independent, neutral third-party arbitrator will make a decision after hearing the positions of the respective parties. The decision of the arbitrator will determine the outcome of the arbitration and shall not be binding upon **You**. **You** also agree not

to participate as a class representative or class member in any class action litigation, any class arbitration, or any consolidation of individual arbitrations. Unless otherwise agreed to by the parties, a determination regarding any dispute over the application of this arbitration provision will be made by a court of competent jurisdiction in the county and state in which **You** live. The laws of the State of Georgia (without giving effect to its conflict of law principles) shall govern all substantive matters arising out of or relating to this Service Contract and all transactions contemplated by this Service Contract, including, without limitation, the validity, interpretation, construction, performance, and enforcement of this Service Contract. The procedural rules for arbitration shall be governed by the Federal Arbitration Act (9 U.S.C.A. § 1 et. seq.) and not by any state law concerning arbitration. The Consumer Arbitration Rules (“Consumer Rules”) of the American Arbitration Association (“AAA”) (www.adr.org) will apply to any arbitration under this Service Contract. A party seeking to commence arbitration must make a written demand for arbitration, in accordance with the Consumer Rules. This demand must be made within one (1) year of the earlier of the date the Breakdown occurred, or the dispute arose. The parties shall mutually agree to the selection of an arbitrator. If **You** file a demand for arbitration with the AAA, **You** will be responsible to pay any consumer filing fees. In accordance with the Consumer Rules and any other applicable AAA guidelines, **You** may also be responsible for payment of other fees and costs relating to the arbitration, including, without limitation, the arbitrator’s compensation. Unless otherwise agreed to by the parties, the arbitration will take place in the county and state in which **You** live.

Hawaii

Cancellation By You is amended to include:

If **You** cancel this Service Contract, a ten percent (10%) penalty per month shall be added to a refund that is not paid within forty-five (45) days of return of this Service Contract to the **Selling Dealer** or the **Administrator**.

Cancellation By Us is amended as follows:

We may only cancel this Service Contract: For **Your** nonpayment of the **Service Contract Purchase Price**; **Your** material misrepresentation; or **Your** substantial breach of duties under the Service Contract, relating to the **Vehicle** or its use.

Idaho

Coverage afforded under this motor vehicle Service Contract is not guaranteed by the Idaho insurance guaranty association.

Illinois

How Refunds Are Calculated is amended as follows:

The fifty dollar (\$50) administrative fee is deleted and replaced with fifty dollars (\$50) or ten percent (10%) of the **Service Contract Purchase Price**, whichever is less.

Any failures from normal wear and tear are not covered.

Indiana

This service contract is not insurance and is not subject to Indiana insurance law.

Iowa

Cancellation By You is amended to include:

If **You** cancel this Service Contract for a full refund, a ten percent (10%) penalty per month shall be added to a refund that is not paid within thirty (30) days of return of this Service Contract to the **Selling Dealer** or the **Administrator**.

How Refunds Are Calculated is amended as follows:

The fifty (\$50) administrative fee is deleted and replaced with fifty dollars (\$50) or ten percent (10%) of the **Service Contract Purchase Price**, whichever is less.

Iowa residents may contact the Iowa Insurance Commissioner at the following address: Iowa Insurance Department, 1963 Bell Avenue, Suite 100, Des Moines, IA 50315.

Louisiana

This Service Contract is not insurance and is not regulated by the Louisiana Department of Insurance. Any concerns or complaints regarding this Service Contract may be directed to the attorney general.

Cancellation By You is amended to include:

If **You** cancel this Service Contract for a full refund, a ten percent (10%) penalty per month shall be added to a refund that is not paid within forty-five (45) days of return of this Service Contract to the **Selling Dealer** or the **Administrator**.

Maine

How Refunds Are Calculated is amended as follows:

The fifty dollar (\$50) administrative fee is deleted and replaced with fifty dollars (\$50) or ten percent (10%) of the **Service Contract Purchase Price**, whichever is less.

How Refunds Are Calculated is amended to include:

If **You** cancel this Service Contract, any sales tax refund required pursuant to state law will be included in any refund to **You**.

Cancellation By You is amended to include:

If **You** cancel this Service Contract for a full refund, a ten percent (10%) penalty of the **Service Contract Purchase Price** outstanding shall be added per month to a refund that is not paid within forty-five (45) days of return of this Service Contract to the **Selling Dealer** or the **Administrator**.

Maryland

This Service Contract is automatically extended when **We** fail to perform the services under this Service Contract. This Service Contract will not terminate until the services are provided in accordance with the terms of this Service Contract.

Cancellation By You is amended to include:

If **You** cancel this Service Contract for a full refund, a ten percent (10%) penalty of the **Service Contract Purchase Price** paid shall be added per month to a refund that is not paid within forty-five (45) days of return of this Service Contract to the **Selling Dealer** or the **Administrator**.

ARBITRATION is revised to delete the sentence "Under this Arbitration provision, **You** give up **Your** right to resolve any dispute arising from this Service Contract by a judge and/or a jury," and add the following: If **We** breach **Our** statutory duties under MD Commercial Law Code, Title 14, Subtitle 4, **You** may file an action in a court of competent jurisdiction.

Massachusetts

The **Selling Dealer** listed on page 1 of this Service Contract is the Obligor.

In Massachusetts, **We**, **Us**, and **Our**, mean the **Selling Dealer**.

Minnesota

All warranty service contracts are deemed to be made in Minnesota for the purpose of arbitration.

Cancellation By You is amended to include:

If **You** cancel this Service Contract for a full refund, a ten percent (10%) penalty per month shall be added to a refund that is not paid within forty-five (45) days of return of this Service Contract to the **Selling Dealer** or the **Administrator**.

Mississippi

Cancellation By You is amended to include:

If **You** cancel this Service Contract for a full refund, a ten percent (10%) penalty per month shall be added to a refund that is not paid within forty-five (45) days of return of this Service Contract to the **Selling Dealer** or the **Administrator**.

How Refunds Are Calculated is amended as follows:

The fifty dollar (\$50) administrative fee is deleted and replaced with fifty dollars (\$50) or ten percent (10%) of the **Service Contract Purchase Price**, whichever is less.

Cancellation By Us is amended as follows:

At any time during the **Term**, **We** may only cancel this Service Contract in instances of **Your** nonpayment of the **Service Contract Purchase Price**, a material misrepresentation by **You** to **Us**, or a substantial breach of duties by **You** relating to the covered product or its use.

Missouri

Cancellation By You is amended to include:

If **You** cancel this Service Contract for a full refund, a ten percent (10%) penalty per month shall be added to a refund that is not paid within forty-five (45) days of return of this Service Contract to the **Selling Dealer** or the **Administrator**. If **You** cancel this Service Contract, **We** will mail **You** written notice within forty-five (45) days of the date of termination.

How Refunds Are Calculated is deleted in its entirety and replaced by the following:

If the Service Contract is canceled by **You** or the Lienholder within sixty (60) days of the **Effective Date** a one hundred percent (100%) refund of the **Service Contract Purchase Price**, less claims paid, will be made. After sixty (60) days, a pro-rata refund of the unused **Term** will be made. The pro-rata refund will be calculated by multiplying the **Service Contract Purchase Price** by the unused **Term** compared to the total **Term** of the Service Contract period, less an administrative fee of fifty dollars (\$50) or ten percent (10%) of the **Service Contract Purchase Price**, whichever is less. The refund, if any, will be paid or credited no more than thirty (30) days from receipt of the cancellation notice by the **Selling Dealer**, **Administrator** or **Us**, whichever occurs first. If this Service Contract is canceled by **Us** within ninety (90) days of the **Effective Date**, a one hundred percent (100%) refund of the **Service Contract Purchase Price**, less claims paid, will be made. After ninety (90) days, a pro-rata refund of the unused **Term** will be made. The pro-rata refund will be calculated by multiplying the **Service Contract Purchase Price** by the percentage of the unused **Term** compared to the total **Term** of the Service Contract period, no administrative fee will be charged. The refund, if any, will be paid or credited within thirty (30) days of the date of cancellation. All refunds will be paid to the Lienholder if any, otherwise to **You**.

Nebraska

ARBITRATION under this Service Contract is optional and subject to the mutual consent of **You** and **Us**.

Nevada

If **You** are not satisfied with the manner in which **We** handle **Your** claim, **You** may contact the Nevada Division of Insurance Commissioner toll free, 1-888-872-3234.

Transfer is amended by replacing the forty dollar (\$40) transfer fee with a transfer fee of twenty-five dollars (\$25).

Cancellation By You is amended as follows:

The \$50 administrative fee is deleted and replaced with a cancellation fee of \$25. If **You** cancel this Service Contract for a full refund, a ten percent (10%) penalty for each thirty (30) day period or portion thereof shall be added to a refund that is not paid within forty-five (45) days of return of this Service Contract to the **Selling Dealer** or the **Administrator**.

Cancellation By Us is deleted in its entirety and replaced by the following:

If **We** cancel this Service Contract, **We** will mail **You** written notice at least thirty (30) days prior to cancellation. This notice shall state the effective date of and reason for cancellation. **We** may cancel this Service Contract for any reason within seventy (70) days of the **Effective Date**. After seventy (70) days, **We** may cancel this Service Contract: If **You** do not pay the **Service Contract Purchase Price**; If **You** are convicted of a crime that results in an increase in the risk covered under this Service Contract; If there has been a material misrepresentation or fraud by **You** in obtaining this Service Contract or in presenting a claim for service hereunder; or if **We** discover an act or omission by **You**, or a violation by **You** of any terms or conditions of this Service Contract, after the **Effective Date**, that substantially and materially increases the risk covered under this Service Contract.

Cancellation By Lienholder and any reference to Lienholder cancellation is deleted. Any refund owed will be paid to the Lienholder, if any, up to amounts owed to the Lienholder. All other refund amounts will be paid to **You**.

How Refunds are Calculated is deleted in its entirety and replaced by the following:

If the Service Contract is canceled within seventy (70) days of the **Effective Date** and a claim has not been incurred, a one hundred percent (100%) refund of the **Service Contract Purchase Price** will be made. After seventy (70) days or if **You** have incurred a claim within the first seventy (70) days, a pro rata refund of the unused **Term** will be made. The pro-rata refund will be calculated by multiplying the **Service**

Contract Purchase Price by the percentage of the unused **Term** compared to the total **Term** of the Service Contract period, less a cancellation fee of twenty-five dollars (\$25). If this Service Contract is canceled by **Us**, no cancellation fee will be charged. For refund calculations, if the Service Contract is canceled by **Us**, all references to seventy (70) days are replaced with ninety (90) days. **You** authorize that refunds will be paid to the Lienholder (if any) up to the amount of **Your** outstanding balance, otherwise the refund will be paid to **You**. If this Service Contract is canceled by **You**, the refund, if any, will be paid or credited no more than thirty (30) days from receipt of the cancellation notice by the **Administrator** or **Us**, whichever occurs first. If this Service Contract is canceled by **Us**, the refund, if any, will be paid or credited to **You** within thirty (30) days of the date of cancellation.

New Hampshire

If **You** have questions, concerns or complaints regarding **Your** Service Contract, **You** may address them to **Us** at First Mile Services, Inc., P.O. Box 810187, Boca Raton, FL 33481; 1-866-960-9103. In the event **You** do not receive satisfaction under this Service Contract, **You** may contact the New Hampshire Insurance Department at the following address: 21 S Fruit Street, Suite 14, Concord, New Hampshire 03301; (603) 271-2261.

TIRE & WHEEL EXCLUSIONS statement after exclusion 13 is deleted in its entirety and replaced with the following:

In addition, the following is a listing of vehicles, parts, and components which are specifically excluded from coverage. If any of the following apply to Your vehicle, We will provide You with a full refund of the Service Contract Purchase Price.

How Refunds Are Calculated is amended as follows:

The fifty dollar (\$50) administrative fee is deleted and replaced with fifty dollars (\$50) or ten percent (10%) of the **Service Contract Purchase Price**, whichever is less.

ARBITRATION is amended to include:

The laws of New Hampshire govern all matters under this Service Contract. All arbitration provisions are subject to and will not impede any consumer rights as provided for in RSA 542. Any civil action or alternative dispute resolution procedure brought under this Service Contract shall be brought in New Hampshire.

New Jersey

Cancellation By You is amended to include:

If **You** cancel this Service Contract for a full refund, a ten percent (10%) penalty per month, based upon the **Service Contract Purchase Price**, shall be added to a refund that is not paid within forty-five (45) days of return of this Service Contract to the **Selling Dealer** or the **Administrator**.

The product being offered is a service contract and is separate and distinct from any product or service warranty which may be provided by the manufacturer, importer, or seller.

New Mexico

If **You** have any concerns regarding the handling of **Your** claim, **You** may contact the Office of Superintendent of Insurance at 1- 855-427-5674.

How Refunds Are Calculated is amended as follows:

The fifty dollar (\$50) administrative fee is deleted and replaced with fifty dollars (\$50) or ten percent (10%) of the **Service Contract Purchase Price**, whichever is less.

Cancellation By You is amended to include:

If **You** cancel this Service Contract for a full refund, a penalty of ten percent (10%) of the **Service Contract Purchase Price** for each 30-day period or portion thereof shall be added to a refund that is not paid within sixty (60) days of return of this Service Contract to the **Selling Dealer** or the **Administrator**.

Cancellation By Us is deleted in its entirety and replaced with the following:

If **We** cancel this Service Contract, **We** will mail **You** written notice at least thirty (30) days prior to cancellation. This notice shall state the effective date of and reason for cancellation. **We** may cancel this Service Contract for any reason within seventy (70) days of the **Effective Date**. After seventy (70) days, **We** may cancel this Service Contract: If **You** do not pay the **Service Contract Purchase Price**; If **You** are convicted of a crime that results in an increase in the risk covered under this Service Contract; If there has been a material misrepresentation or fraud by **You** in obtaining this Service Contract or in presenting a claim for service hereunder; or If **We** discover an act or omission by **You**, or a violation by **You** of any terms or conditions of this Service Contract, after the **Effective Date**, that substantially and materially increases the risk covered under this Service Contract.

New York

Cancellation By You is amended to include:

If **You** cancel this Service Contract for a full refund, a ten percent (10%) penalty per month shall be added to a refund that is not paid within thirty (30) days of return of this Service Contract to the **Selling Dealer** or the **Administrator**.

North Carolina

Cancellation By Us is deleted in its entirety and replaced by the following:

If **We** cancel this Service Contract, **We** will mail **You** written notice at least thirty (30) days prior to cancellation. This notice shall state the effective date of and reason for cancellation. **We** may only cancel this Service Contract at any time for any of the reasons listed below: If **You** directly violate the terms of this Service Contract or If **You** do not pay the **Service Contract Purchase Price**.

How Refunds Are Calculated is amended as follows:

The fifty dollar (\$50) administrative fee is deleted and replaced with an administrative fee of fifty dollars (\$50) or ten percent (10%) of the pro-rata refund amount, whichever is less.

Ohio

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

INSURANCE is amended to include: **Our** insurance policy number is 0301334.

This contract may provide a duplication of coverage already provided by your automobile physical damage insurance policy.

Oklahoma

This is not an insurance contract. Coverage afforded under this contract is not guaranteed by the Oklahoma Insurance Guaranty Association. **Our** license number is 502303075.

How Refunds Are Calculated is amended as follows:

The fifty dollar (\$50) administrative fee is deleted and replaced with an administrative fee of fifty dollars (\$50) or ten percent (10%) of the pro-rata-refund amount, whichever is less.

Oregon

ARBITRATION under this Service Contract is optional and subject to the mutual consent of **You** and **Us**. Arbitration shall be according to Oregon laws and occur in Oregon, unless another location is mutually agreed upon by **You** and **Us**.

South Carolina

In the event of a dispute with the provider of this contract, **You** may contact the South Carolina Department of Insurance, Capitol Center, 1201 Main Street, Ste. 1000, Columbia, South Carolina, 29201 or by phone at (800) 768-3467.

Cancellation By You is amended to include:

If **You** cancel this Service Contract for a full refund, a ten percent (10%) penalty per month shall be added to a refund that is not paid within forty-five (45) days of return of this Service Contract to the **Selling Dealer, Administrator** or **Us**.

Texas

Unresolved complaints or questions concerning the regulation of service contracts may be directed to the Texas Department of Licensing and Regulation at P.O. Box 12157, Austin, TX 78711, 1-800-803-9202. The **Administrator** is Total Warranty Services, P.O. Box 810187, Boca Raton, FL 33481, 1-866-960-9103, Texas Registration #718.

Cancellation By You is amended to include:

If **You** cancel this Service Contract, a penalty of ten percent (10%) of the amount outstanding shall be added per month to a refund that is not paid within forty-five (45) days of return of this Service Contract to the **Selling Dealer** or the **Administrator**.

How Refunds Are Calculated is amended as follows:

If the Service Contract is canceled by **You** or the Lienholder within sixty (60) days of the **Effective Date**, a one hundred percent (100%) refund of the **Service Contract Purchase Price** will be made. After sixty (60) days, a pro-rata refund of the unused **Term** will be made. The pro-rata refund will be calculated by multiplying the **Service Contract Purchase Price** by the percentage of the unused **Term** compared to the total **Term** of the Service Contract period, less an administrative fee of fifty dollars (\$50). The refund, if any, will be paid or credited no more than thirty (30) days from receipt of the cancellation notice by the **Selling Dealer, Administrator** or **Us**, whichever occurs first.

Utah

This Service Contract is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department. Coverage afforded under this Service Contract is not guaranteed by the Property and Casualty Guaranty Association. Payment of this contract may be paid with cash, check or credit card by the contract holder or financed with the vehicle loan or lease.

Key/Remote Replacement is revised as follows: to replace "lost, stolen, or destroyed" with "lost, stolen, or inoperable."

Cancellation By Us is deleted in its entirety and replaced by the following:

If **We** cancel this Service Contract, **We** will mail **You** written notice at least thirty (30) days prior to cancellation. This notice shall state the effective date of and reason for cancellation. **We** may cancel this Service Contract for any reason within sixty (60) days of the **Effective Date**. After sixty (60) days, **We** may cancel this Service Contract: for nonpayment of the **Service Contract Purchase Price**; for material misrepresentation by **You**; For substantial changes in the risk assumed, unless **We** should reasonably have foreseen the change or contemplated the risk when entering into the contract; or for substantial breaches in contractual duties, conditions or warranties.

INSURANCE is revised as follows: replace "covered service" with "any service."

Virginia

If any promise made in the Service Contract has been denied or has not been honored within sixty (60) days after **Your** request, **You** may contact the Virginia Department of Agriculture and Consumer Services, Office of Charitable and Regulatory Programs at www.vdacs.virginia.gov/food-extended-service-contract-providers.shtml to file a complaint.

Washington

ARBITRATION is amended as follows:

Any civil action brought in connection with this Service Contract shall be brought in a Washington jurisdiction. All arbitration proceedings are permitted to be held at a location in closest proximity to **Your** permanent residence.

Cancellation By You is amended to include: If **You** cancel this Service Contract, a ten percent (10%) penalty per month shall be added to a refund that is not paid within thirty (30) days of return of this Service Contract to the **Selling Dealer** or the **Administrator**.

INSURANCE is deleted in its entirety and replaced as follows:

Obligations of the provider under this Service Contract are guaranteed under a service contract reimbursement insurance policy provided by First Mile Insurance Company, 800 W Yamato Rd, Suite 280, Boca Raton, FL 33431. **You** may file a direct claim with First Mile Insurance Company, by calling the following toll-free number: 1-888-995-3642.

Wisconsin

THIS CONTRACT IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE.

ARBITRATION under this Service Contract is optional and subject to the mutual consent of **You** and **Us**.

Cancellation By Us is deleted in its entirety and replaced by the following:

If **We** cancel this Service Contract, **We** will mail **You** written notice at least thirty (30) days prior to cancellation. This notice shall state the effective date of and reason for cancellation. **We** may only cancel this Service Contract at any time for any of the following reasons: nonpayment of the **Service Contract Purchase Price**, material misrepresentation by **You** to the **Us** or the **Administrator**, or substantial breach of duties by **You** relating to the covered product or its use.

Cancellation By You is amended to include:

You may cancel this Service Contract for any reason, including if there is a total loss of the covered property that is not covered by a replacement pursuant to the terms of this Service Contract. If **You** cancel due to a total loss of the covered property, no administrative fee will be charged. If **You** cancel this Service Contract for a full refund, a penalty of ten percent (10%) of the amount outstanding per month shall be added to a refund that is not paid within forty-five (45) days of return of this Service Contract to the **Selling Dealer** or the **Administrator**.

How Refunds Are Calculated is amended as follows:

The fifty dollar (\$50) administrative fee is deleted and replaced with fifty dollars (\$50) or ten percent (10%) of the **Service Contract Purchase Price**, whichever is less.

Wyoming

Cancellation By You is amended to include:

If **You** cancel this Service Contract for a full refund, a ten percent (10%) penalty per month shall be added to a refund that is not paid within forty-five (45) days of return of this Service Contract to the **Selling Dealer** or the **Administrator**.