

# Terms and Conditions

## DEFINITIONS

**Alloy Wheels:** Wheels composed of aluminum, magnesium or a combination of both, with a brushed, powder coated, or painted surface which meet the Original Equipment Manufacturer's ("OEM") approved specifications for the **Vehicle** and do not contain carbon fiber, ceramic, or chrome, including chrome-clad wheels.

**Approved Repair Facility:** The **Seller** or a licensed repair facility that has a Tax Identification Number ("TIN") and is approved by **Us**.

**Authorized Amount:** The total amount of a **Claim** authorized by **Us**. Any charges that exceed the **Authorized Amount** are **Your** responsibility.

**Canadian Vehicles:** A vehicle that was manufactured for distribution and use in Canada and legally brought into the United States.

**Claim:** A request by **You** for benefits under this **Contract**.

**Cosmetic Damage:** Minor scratches to the **Vehicle's Alloy Wheels** that do not affect the structural integrity of the wheel or its ability to form an airtight seal and can be repaired through normal cosmetic repair procedures.

**Cost/Reasonable Cost:** The customary parts and labor **Costs** required to complete the repair or replacement of the covered failure, which in no case shall exceed the Manufacturer's Suggested Retail Price (MSRP) for parts, labor and allowances as defined in the manufacturer's labor time guide of the nationally recognized parts and labor time guides.

**Covered Tires:** Tires installed on the **Vehicle** that meet the Original Equipment Manufacturer's (OEM) approved specifications for the **Vehicle**.

**Covered Wheels:** Wheels composed of steel, aluminum, magnesium, or a combination, with a brushed, powder coated, or painted surface and that meet the Original Equipment Manufacturer's (OEM) approved specifications for the **Vehicle** and do not contain carbon fiber, ceramic, or chrome, including chrome-clad wheels.

**Public Roadway:** A paved or gravel roadway that is maintained by federal, state, or local authorities.

**Road Hazard:** A condition on a **Public Roadway** which should not be present; e.g., potholes, nails, glass, or other road debris.

**Road Hazard Damage:** Visible damage that occurs when a **Covered Tire/Covered Wheel** fails as a result of a **Road Hazard** during the course of driving on a **Public Roadway** or damage to a **Covered Tire/Covered Wheel** due to impact with a curb.

**Vehicle:** The vehicle identified on the first page of this **Contract** under Vehicle & Sale Information which meets **Our** underwriting guidelines for condition, vehicle type and use.

## CONTRACT TERM

Unless this **Contract** is cancelled in writing, the term of this **Contract** begins on the Contract Sale Date and ends on the date equal to the Contract Sale Date plus the Months of Coverage stated under Contract Term on the first page of this **Contract**.

## YOUR RESPONSIBILITIES FOR SERVICE AND MAINTENANCE

**You** must:

1. Maintain the **Vehicle** in accordance with the manufacturer's recommendations, including but not limited to proper rotation, balancing, and inflation of **Covered Tires**.
2. Use all reasonable means to protect **Covered Tires/Covered Wheels** from additional damage when a known problem exists.
3. Replace the **Covered Tires** when any part of the tread depth reaches two thirty-seconds of an inch (2/32") or when **Covered Tires** show evidence of dry rot or improper wear. If **Covered Tires** are properly replaced with new tires that meet the Original Equipment Manufacturer's (OEM) specifications for the **Vehicle**, then **Your** replacement tires are covered for the remaining term of this **Contract**.

**DO NOT ATTEMPT TO REPAIR A DAMAGED COVERED TIRE OR WHEEL YOURSELF.**

## SCHEDULE OF COVERAGE

For all coverage identified in this section, please retain all receipts and refer to the HOW TO FILE A CLAIM section for instructions on filing a **Claim**. Refer to the WHAT IS NOT COVERED section for exclusions that apply to the coverage in this SCHEDULE OF COVERAGE section.

### TIRE & WHEEL

If **You** selected the Tire & Wheel Coverage Level on the first page of this **Contract**, the following benefits apply:

In the event of **Road Hazard Damage** to **Covered Tires/Covered Wheels**, **We** will pay the cost to repair the damaged **Covered Tires/Covered Wheels**. Unrepairable tires/wheels will be replaced.

- **Tire Repair:** If the **Covered Tire** can be safely repaired, **We** will pay the cost of the tire repair. **You** do not need to contact **Us** before having a tire repaired. The maximum amount payable for a tire repair is the lesser of the advertised price of the servicing facility or thirty-five dollars (\$35) per tire or sixty-five dollars (\$65) per run-flat tire. **You** are responsible for any amounts exceeding this per tire limit.
- **Tire Replacement:** If the **Covered Tire** cannot be safely repaired per Tire Industry Association (TIA) or Rubber Manufacturers Association (RMA) repair guidelines, **We** will pay the **Reasonable Cost** to replace a **Covered Tire**. **Tires must be replaced with new tires of the same specifications.**
- **Wheel (Rim) Repair/Replacement:** **We** will pay the **Reasonable Cost** to repair or, if not repairable, to replace a **Covered Wheel** that sustains **Road Hazard Damage**. **Covered Wheels** are only eligible for replacement if the **Road Hazard Damage** prevents the **Covered Tire** from forming an airtight seal or the **Covered Wheels** cannot be balanced.
- **Tire Pressure Monitoring System (TPMS):** **We** will pay the **Reasonable Cost** to replace pressure sensors or TPMS components on a **Covered Wheel** that sustains **Road Hazard Damage**. Only sensors/components mounted directly to the **Covered Wheel** and damaged solely as a result of covered **Road Hazard Damage** are eligible.
- **Mounting and Balancing:** When a **Covered Tire/Covered Wheel** assembly sustains **Road Hazard Damage** requiring replacement, **We** will pay the **Reasonable Cost** for mounting, balancing, valve stems and disposal. The maximum amount payable is the lesser of either: 1) the advertised price of the servicing facility; or 2) thirty dollars (\$30) per tire or forty dollars (\$40) per run-flat tire.

### TIRE & WHEEL PLUS

If **You** selected the Tire & Wheel Plus Coverage Level on the first page of this **Contract**, in addition to all benefits provided under the Tire & Wheel section above, the following benefits also apply:

#### **ALLOY WHEEL COSMETIC REPAIR:**

**We** will pay the **Reasonable Cost** to repair **Cosmetic Damage** only to **Alloy Wheels** on the **Vehicle**. **Alloy Wheels** do not include carbon fiber, ceramic, chrome or chrome-clad wheels. If the **Cosmetic Damage** is repairable and the **Covered Wheel** is bent, **We** will pay the **Reasonable Cost** to straighten the **Covered Wheel** and repair the **Cosmetic Damage**. **Alloy Wheels** that cannot be repaired through normal cosmetic repair procedures will not be replaced under this **Contract**. **We** cannot guarantee an exact color or texture match of a repaired wheel to the other **Alloy Wheels** on the **Vehicle**. **We** are not responsible for any costs, damages or liability in the event that the color or texture does not match.

For all coverage identified in this section, please retain all receipts and refer to the HOW TO FILE A CLAIM section for instructions on filing a **Claim**. Refer to the WHAT IS NOT COVERED section for exclusions that apply to the coverage in this section.

## ADDITIONAL BENEFITS

### ROADSIDE ASSISTANCE

**Towing:** If the **Vehicle** becomes disabled due to a **Road Hazard Damage** and requires towing, **You** may have the **Vehicle** towed to the **Seller** or an **Approved Repair Facility** of your choice. **Your** benefit limit is one hundred seventy-five dollars (\$175) per occurrence.

**Flat Tire Changing Assistance:** Flat tire changing assistance consists of removal of the flat tire and installation of **Your** inflated spare tire. **We** will pay up to one hundred seventy-five dollars (\$175) per occurrence. This **Contract** only covers flat tire changing assistance and no other services.

Please contact **Us** at (877) 204-2242 to have services dispatched and/or to receive instructions on filing a **Claim** for reimbursement. Towing and Flat Tire Changing Assistance are provided through Allstate Motor Club, Inc. Please retain all receipts and documentation related to any services received.

### RENTAL VEHICLE/ALTERNATE TRANSPORTATION REIMBURSEMENT

If events or repairs covered under this **Contract** require the **Vehicle** to be left at an **Approved Repair Facility**, **You** may be eligible for reimbursement for **Your** expenses incurred from an automobile rental, licensed taxi, on-demand ride sharing, or public transportation company. **We** will pay or reimburse up to a maximum of sixty-five dollars (\$65) per day until repairs are completed, not to exceed three (3) consecutive days. Rental vehicles must be obtained from a licensed rental agency. **You** must be the primary signee or be listed as an additional driver on the rental agreement.

### TRIP INTERRUPTION REIMBURSEMENT

If covered **Road Hazard Damage** that requires the **Vehicle** to be left at an **Approved Repair Facility** overnight occurs more than one hundred (100) miles from **Your** home and before **You** reach **Your** destination, **You** may be eligible for reimbursement of certain unplanned expenses. **We** will reimburse **You** for receipted lodging, meals, one-way airfare expenses, and boarding for **Your** pet(s). Benefits end on the date **You** return to **Your** home or the date the **Covered Tire/Covered Wheel** is repaired/replaced, whichever comes first. This benefit is limited to a maximum of three (3) consecutive days from the date the repair order was written. Reimbursement is limited to up to five hundred dollars (\$500) per occurrence. **You** are responsible for any amounts exceeding the per occurrence limit.

## HOW TO FILE A CLAIM

**ALL CLAIMS MUST BE AUTHORIZED BY US BEFORE STARTING REPAIRS, OR THEY MAY NOT BE COVERED.  
FOR TOWING, FLAT TIRE CHANGING ASSISTANCE, OR CLAIMS SERVICE CALL: (877) 204-2242**

Towing and Flat Tire Changing Assistance are provided through Allstate Motor Club, Inc.

**For Tire Repairs only:** **You** may have repairs completed without prior authorization and submit your documents for reimbursement. Tire Repair maximums are subject to the terms of this **Contract**.

In the event of a **Claim**, **You** are responsible to ensure that **You** and **Your Approved Repair Facility** follow the procedures listed in this **Contract**. **You** are responsible for all expenses and repair costs not covered under this **Contract**. **To obtain benefits under this Contract, You must:**

1. **Prevent Further Damage:** **You** must take all reasonable means to protect the **Vehicle** from further damage. If the **Vehicle** is disabled or if it is unsafe to drive, please call for towing assistance. This **Contract** will not cover additional damage caused by **Your** failure to prevent further damage.
2. **Return the Vehicle to the Seller:** If it is not possible to return the **Vehicle** to the **Seller**, contact **Us** for an **Approved Repair Facility**. Have **Your Approved Repair Facility** contact **Us** prior to authorizing any diagnosis.
3. **Copy Your Contract:** Provide the **Approved Repair Facility** with a copy of the first page of this **Contract**.
4. **Authorize Diagnosis:** **You** must authorize the **Approved Repair Facility** to complete all work needed to accurately diagnose the cause of the **Vehicle's** damage and provide **Us** with a complete estimate to include all part numbers and prices, labor involved and any other charges required for the repairs. The **Vehicle** may require disassembly in order to diagnose the damage and complete the repair estimate.
5. **Obtain Prior Authorization:** It is **Your** responsibility to instruct the **Approved Repair Facility** to contact **Us** to obtain prior authorization before any repairs are started. The amount **We** authorize is the maximum amount that will be paid for repairs covered under this **Contract**. If any additional repairs are required after authorization is given they must also receive prior authorization before being started. The authorization **We** provide is subject to the following conditions:
  - a. **We** reserve the right to provide replacement aftermarket and/or like kind and quality components to repair the **Vehicle** or move the **Vehicle** to another servicing facility at **Our** expense if an agreement on the replacement cost cannot be reached with the **Approved Repair Facility**.
  - b. **We** may inspect the **Vehicle** prior to authorizing any repair.
  - c. Authorization is granted based on the information provided during the claim process. If any documentation submitted does not substantiate the information provided during the authorization call, **Your Claim** may be denied or payment may be reduced.
  - d. All repairs, including any determination of the repairability of damage, are subject to a certified technician's discretion. **You** acknowledge that the repair may not return the damaged area to the original pre-damaged appearance.
6. **Authorize the Repair:** **We** will provide an authorization number and an **Authorized Amount** to **Your Approved Repair Facility** upon approval. This authorization is for payment of the **Authorized Amount** only. Any charges that exceed the initial **Authorized Amount** must receive additional approval from **Us** or **You** will be responsible for these charges. **We** only authorize payment for covered repairs; **You** are responsible for authorizing the actual completion of repairs. **You** must not authorize repairs until **We** have issued an authorization number to the **Approved Repair Facility**.
7. **Request Reimbursement:** To obtain payment for covered repairs and/or replacements, **You** or the **Approved Repair Facility** must submit a legible copy of the repair invoice to **Us**. Repair invoices must include the following: authorization number; **Authorized Amount**; **Your** name, address, phone number and signature; **Approved Repair Facility's** name, address, and phone number; Vehicle Identification Number (VIN); **Vehicle** mileage; repair date; **Your** description of the damage; the repair facility's description of the diagnosis and repair; part numbers, descriptions and prices; labor hours, descriptions and rate; and the total amount requested for payment. All documents pertaining to a **Claim** must be submitted to **Us** within ninety (90) days from the date repairs are completed. Failure to provide the documents within ninety (90) days may result in payment denial. When submitting **Your Claim** for payment, send only photocopies of **Your** documents. Keep the originals for **Your** records.

**Emergency Claim Procedures:** To have repairs completed or obtain benefits when **Our** office is closed **You** may elect to either proceed with repairs or wait until **You** are able to obtain prior authorization from **Us**. If **You** elect to proceed with repairs **You** must: Retain all tires, wheels or other parts that are replaced; take clear pictures of any object(s) that caused a tire to need replacement while the object(s) is in the tire; retain any object(s) removed from the tire; take clear pictures of wheel damage prior to any bends being straightened or **Cosmetic Damage** being repaired; pay for the repairs and related expenses; retain all documents, replaced parts, pictures and receipts; and contact **Us** on the first business day following **Your** emergency repairs for reimbursement instructions.

## LIMITS OF LIABILITY

**Our** total liability under this **Contract** will not exceed the amount required to fully compensate **You** for **Your** approved **Claim(s)** up to the **Authorized Amount(s)**. **You** are responsible for any expenses over the per occurrence limits and for any non-covered or unauthorized expenses.

**Our Right to Recover Payment:** If **You** have a right to recover any funds that **We** have paid under this **Contract**, **You** hereby assign those rights to **Us**. **Your** rights become **Our** rights and **You** agree to assist **Us** in enforcing those rights. **We** shall be entitled to retain only funds that reimburse **Our** actual costs and only after **You** are fully compensated for **Your Claim(s)**.

This section contains a summary of benefit limits for eligible services **You** may receive under this **Contract**. Refer to the **SCHEDULE OF COVERAGE** and **WHAT IS NOT COVERED** for full details about **Your** benefits and applicable limits and exclusions.

**All Coverages:** The Manufacturer's Suggested Retail Price ("MSRP") for replacement parts will be the maximum part cost paid under this **Contract**.

**Tire Repair:** Lesser of either 1) the advertised price of the servicing facility; or 2) thirty-five dollars (\$35) per tire or sixty-five dollars (\$65) per run-flat tire.

**Tire/Wheel Replacement:** Lesser of the advertised price of the servicing facility or the Manufacturer's Suggested Retail Price (MSRP).

**Wheel Repair/Alloy Wheel Cosmetic Repair:** Reasonable Cost of repair only.

**Towing:** Up to one hundred seventy-five dollars (\$175) per occurrence.

**Flat Tire Changing Assistance:** Up to one hundred seventy-five dollars (\$175) per occurrence.

**Rental Vehicle/Alternate Transportation Reimbursement:** Sixty-five dollars (\$65) per day, up to three (3) days.

**Mounting and Balancing:** Lesser of either 1) the advertised price of the servicing facility; or 2) thirty dollars (\$30) per tire or forty dollars (\$40) per run-flat tire. Limit one (1) mounting and rebalancing per **Covered Tire/Covered Wheel** assembly when the assembly is damaged.

**Trip Interruption Reimbursement:** Three (3) days' worth of eligible expenses not to exceed five hundred dollars (\$500) per occurrence.

## INELIGIBLE VEHICLES

The following vehicles are ineligible under this **Contract**:

1. Any vehicle that is older than current calendar year minus fifteen (15) years at the time of sale.
2. Any imported vehicle that does not meet U.S. federal or Canadian motor vehicle standards.
3. Any vehicle that has the following characteristics: dump bed, step-van, incomplete vehicles, right hand steering vehicles, or vehicles that have special bodies designed for commercial use.
4. Any vehicle that was reconstructed from salvage, declared a total loss, declared a lemon, or if the original manufacturer's warranty was voided for any reason (except for **Canadian Vehicles**).
5. Any vehicle that is or will be used/equipped or identified as: competitive driving or racing; taxi or used for hire to the public or used to transport people for hire (except for personal vehicles used by a single driver for on-demand ride sharing e.g., Uber, Lyft, etc.); vehicles used for municipal or professional emergency or police services; vehicles used to tow a trailer whose weight exceeds the manufacturer's recommendations for that vehicle.

## WHAT IS NOT COVERED

**THIS CONTRACT WILL NOT PAY OR REIMBURSE FOR:**

1. Any pre-existing, consequential, incidental, or secondary damages.
2. Any repairs completed without Our prior authorization except as allowed under the Emergency Claim Procedures paragraph of the HOW TO FILE A CLAIM section of this Contract.
3. Unreasonable costs You may incur as a result of the need to obtain benefits under this Contract.
4. Personal expenses arising because the Vehicle is not available for Your use, except as provided in this Contract.
5. Costs not identified as covered in the SCHEDULE OF COVERAGE or that exceed the limits stated in this Contract.
6. Storage or freight charges.
7. Any costs arising from Your failure to follow the instructions in the YOUR RESPONSIBILITIES FOR SERVICE AND MAINTENANCE section of this Contract.
8. Any damage occurring during or as a result of a repair.
9. Liability for damage to property; injury to any person; or death of any person arising out of the operation, maintenance or use of the Vehicle, whether or not related to Vehicle damage.
10. Damage incurred outside the fifty (50) United States, the District of Columbia or Canada.
11. Unpaid invoices or services not performed, not authorized by Us, or not as described at the time We granted authorization.
12. Loss, damage, or expense caused by the following: accident(s) or collision(s) that also resulted in suspension, body, frame, or undercarriage damage; theft; snow chains/cables; explosion; acts of nature; water; malicious mischief; vandalism; civil commotion; riots; war; or acts of terrorism.
13. Repairs made by anyone other than an Approved Repair Facility licensed to perform repairs in the area where it does business.
14. Costs related to any vehicle identified in the Ineligible Vehicles section of this Contract.
15. Any Claim submitted for approval after termination of this Contract or after a change of Vehicle ownership where this Contract was not transferred in accordance with the HOW TO TRANSFER THIS CONTRACT section.
16. Environmental damage including rust, corrosion, hail or damage from chemicals.
17. Any repair or replacement cost for which the manufacturer has announced its responsibility through any means, including public recalls or factory service bulletins.
18. Any repair or replacement cost covered under a repairer's or supplier's guarantee or warranty.
19. Any repair or replacement cost incurred for a vehicle other than the one listed on the first page of this Contract.
20. Any repair or replacement expenses paid for or for which you are reimbursed under the provisions of any limited warranty, manufacturer's warranty, repairer's guarantee, road club, or any other guarantee, warranty, or insurance policy.
21. Failures to Covered Tires/Covered Wheels occurring when any part of the tire tread that comes in contact with the road has a tread depth of two thirty-seconds of an inch (2/32") or less.
22. Any expense related to tires or wheels that do not meet the OEM approved specifications for the Vehicle.
23. Tires or wheels damaged as a result of defects; wear and tear; dry rot; cracking or peeling; incidental or consequential damage; wheel alignment; valve stem corrosion; valve stem leakage or failure; tire sealants; brake lock up; wheel spinning; attaching hardware; wheel covers; and "space saver" style spare tires.
24. Internal tire structure failures or cracks in wheels where there is no additional evidence of impact from a Road Hazard.
25. Tire replacement due solely to road force balance machine readings where no evidence of impact is present.
26. Loss, damage or expense as a result of use on a non-Public Roadway.
27. Damage caused by mechanical failures (e.g., failed shocks, struts, airbags, alignment, balancing) or interference with vehicle components (e.g., fenders, exhaust, springs).
28. Covered Tires/Covered Wheels that have been repaired in a manner other than per industry approved methods, which include TIA and/or RMA repair guidelines.
29. Tires that have been retreaded; recapped; regrooved; remolded; or tubed.
30. Damage to used tires that have been installed on the Vehicle after the sale of the Contract or to wheels if used tires are mounted on the Covered Wheels after the sale of the Contract.
31. Failures to pressure sensors or TPMS components not resulting from covered Road Hazard Damage, including but not limited to improper removal or installation; blocked pressure ports; low battery power; and mechanical or electrical failures.
32. Pressure sensors or TPMS components not permanently attached to the covered wheel, including but not limited to warning lights/indicators; receivers/control units; antennae; transceivers; display units; and monitors.
33. Wheel mounting hardware or shop supplies.
34. Damage to permanently attached wheel covers.
35. Damage incurred from driving in construction zones.
36. Replacement of wheels when a certified technician determines the Cosmetic Damage cannot be repaired.
37. Cosmetic repairs to any type of wheel or rim manufactured with any material other than an alloy of aluminum or magnesium, or a combination thereof, with a factory brushed, painted, or powder-coated surface.
38. Damage to center caps, wheel trim or spoke inserts.
39. Replacement of a Covered Wheel where the Cosmetic Damage to the wheel is too great to be repaired but a certified technician determines the wheel is still sealing with the tire and will properly balance.
40. Services for jump starts, fuel delivery, and lockout assistance.
41. Expenses for fuel; insurance; tolls; GPS or similar equipment; or maintenance charges.
42. The cost of a rental vehicle or alternate transportation during delays due to repair facility scheduling.

## HOW TO CANCEL THIS CONTRACT

**By You:** You may cancel this **Contract** at any time by providing a cancellation request to **Us** or the **Seller**. To expedite **Your** cancellation, please contact the **Seller**. The **Seller** will assist **You** with **Your** cancellation request and verify the mileage of the **Vehicle**. If **You** have contacted the **Seller** and still require further assistance, **You** may submit **Your** cancellation request directly to **Us** in writing with the following information: 1) VIN, 2) **Contract** number, 3) current odometer reading, and 4) reason for cancellation. To ensure timely processing, please include copies of payoff letter and/or trade in documentation, if applicable.

**By Us:** We may cancel this **Contract** for material misrepresentation, fraud, non-payment of Contract Sale Price, or if **We** find the **Vehicle** to be ineligible for coverage under the INELIGIBLE VEHICLES section.

**Refund Calculation:** If **You** or the **Lender/Lessor** cancel this **Contract** within the first sixty (60) days from the Contract Sale Date and no **Claim** has been paid, **You** or the **Lender/Lessor** will be refunded one hundred percent (100%) of the Contract Sale Price. If **You** or the **Lender/Lessor** cancel this **Contract** and a **Claim** has been paid or if **You** or the **Lender/Lessor** cancel this **Contract** after the first sixty (60) days from the Contract Sale Date, **You** or the **Lender/Lessor** will be refunded a pro-rated amount of the Contract Sale Price, based on the days remaining, less a fifty dollar (\$50) cancellation fee. If **We** cancel this **Contract** and no **Claim** has been paid, **You** or the **Lender/Lessor** will be refunded one hundred percent (100%) of the Contract Sale Price. If **We** cancel this **Contract** and a **Claim** has been paid, **You** or the **Lender/Lessor** will be refunded a pro-rated amount of the Contract Sale Price, based on the days remaining. All refunds will be paid to the **Lender/Lessor**, if any; otherwise, the refund will be paid to **You**. All refunds will be paid within thirty (30) days of the **Seller** or **Us** receiving notice of the cancellation request or, in the event of cancellation by **Us**, within thirty (30) days of the effective date of cancellation, or sooner if required by state law.

**Limited Rights of Lender/Lessor:** If this **Contract** is financed, the **Lender/Lessor** named on the first page of this **Contract** has the right to receive any portion of the cancellation refund amounts. The **Lender/Lessor** shall have no rights under this **Contract**, except to cancel this **Contract** in the event of total loss or repossession, provided the Contract Sale Price was financed. If the **Vehicle** is repossessed, stolen or declared a total loss, **You** authorize the **Lender/Lessor** to cancel this **Contract**.

## HOW TO TRANSFER THIS CONTRACT

**You** may transfer this **Contract** to a private party, provided that:

1. The **Contract** has not been previously transferred;
2. The **Vehicle** has not been sold or traded to or through any automobile dealer, auto broker, auto auction or financial institution; and
3. **You** submit a completed transfer request form to **Us** within thirty (30) days of an ownership change. **You** must include a fifty dollar (\$50) transfer fee.

To transfer this **Contract** please contact the **Seller** or **Us** to obtain the appropriate transfer request form.

## INSURANCE STATEMENT

**Our** obligations under this **Contract** are insured by an insurance policy issued by First Colonial Insurance Company, a member of the Allstate family of companies. If a covered **Claim**, covered service, or refund is not paid within sixty (60) days after **You** have filed proof of loss with **Us** or requested cancellation, **You** may file a **Claim** directly with First Colonial Insurance Company at (800) 621-4871; 1776 American Heritage Life Drive, Jacksonville, FL 32224.

## ARBITRATION

It is understood and agreed that the transaction evidenced by this **Contract** takes place in and substantially affects interstate commerce. All disputes between the parties are subject to binding arbitration, including disputes concerning the arbitrability of disputes, disputes related to the making or administration of this **Contract**, disputes regarding recovery of any **Claim** or refund under this **Contract**, and disputes arising out of or relating in any way to the sale or marketing of this **Contract**. In the first instance, the parties agree to attempt to resolve any dispute through informal negotiation. The parties agree to contact each other about a dispute before initiating any legal action. If the parties are unable to resolve any dispute through informal negotiations, the parties agree to submit all disputes to arbitration under the Commercial Arbitration Rules of the American Arbitration Association (AAA) in effect at the time the dispute arises. All preliminary issues of arbitrability of any dispute will be decided by the arbitrator.

1. The arbitration shall take place in **Your** County of residence unless another location is mutually agreed upon by the parties. The arbitration shall take place before a single arbitrator selected in accordance with the Commercial Arbitration Rules of the AAA. AAA rules and forms will be obtained and all claims shall be filed at [www.adr.org](http://www.adr.org) or at any AAA office.
2. The cost of the arbitration proceeding, including the filing fee, shall be borne by **Us**. Each party must bear the cost of its own attorneys, experts, witness fees, and other arbitration-related expenses.
3. It is understood and agreed that the arbitration shall be final and binding upon the parties. The parties acknowledge that they are waiving their right to seek remedies in court, including the right to a jury trial. **YOU UNDERSTAND THAT YOU ARE AGREEING THAT IF A DISPUTE ARISES BETWEEN YOU AND US, YOU WILL NOT SUE US IN COURT, YOU ARE NOT ENTITLED TO A JURY TRIAL ON ANY CLAIMS ARISING IN RELATION TO THIS CONTRACT, AND THAT AN ARBITRATOR WILL RESOLVE ANY DIFFERENCES THAT MAY ARISE BETWEEN YOU AND US.** The arbitrator can award the same damages and relief as a court and may award equitable relief, including injunctive relief. An arbitration award may not be set aside in later litigation except upon the limited circumstances set forth in the Federal Arbitration Act, 9 U.S.C. § 1, *et seq.* An award in arbitration shall be in writing and will be enforceable under the Federal Arbitration Act by any court having jurisdiction.
4. **CLASS ACTION WAIVER:** **You** agree not to participate as a representative or member of any class of claimants proceeding against **Us** in a judicial forum or in an arbitral forum (including any class action, representative action, consolidated action or private attorney general action). The arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a class or representative proceeding or claims.
5. All limitations periods that would otherwise be applicable shall apply to any arbitration proceedings.

If any portion of this provision is deemed invalid or unenforceable, the remaining portions of this provision shall nevertheless remain valid and in force. If there is a conflict or inconsistency between this provision and other provisions of this **Contract**, this provision shall govern. This provision shall be governed by the Federal Arbitration Act.

Arbitration is not allowed in all states. Please refer to the Special State Requirements and Disclosures of this **Contract**.